UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

August 3, 1972

PLANT AND OPERATIONS MEMORANDUM NO. 135

Procurement of Office Machines and Supplies
Fiscal Year 1973

Most Federal Supply Schedule contracts for office machines and some supply-type contracts offer substantial quantity purchase discounts. Accordingly, we have entered into Blanket Purchase Arrangements with the following Federal Supply Schedule contractors. These agreements permit placement of orders on a Department-wide basis, and will enable all Agriculture agencies to obtain quantity discounts during Fiscal Year 1973. See attachments as indicated for Blanket Purchase Arrangement numbers and details of the agreements.

1. Chase Marketing (Craig calculators) - Attachment "A."

2. Monroe (calculators) - Attachment "B."

3. Pitney-Bowes, Inc. (folding and automatic collating machines) - Attachment "C."

4. Pitney-Bowes, Inc. (addressing, collating, mailing, sealing, opening, counting, imprinting, and inserting machines) - Attachment "D."

5. Remington Rand Office Machine Division, Sperry Rand Corporation (adding machines and calculators) - Attachment "E."

6. Royal Typewriter Company, Inc. (typewriters) - Attachment "F."

7. SCM Corporation (calculators) - Attachment "G."

8. SCM Corporation (electric typewriters) - Attachment "H."

9. The Singer Company, Friden Division (adding machines and calculators) Attachment "I."

All Blanket Purchase Arrangements issued during Fiscal Year 1972 under Plant and Operations Memorandum No. 121 expired June 30, 1972, except the following:

1. Memorex Corporation (magnetic tape cartridges), Blanket Purchase Arrangement No. P&O-290-72, expires 9-30-72, in accordance with expiration date of Federal Supply Schedule contract GS-00S-07375--see Attachment "J."

2. Itek Business Products, P&O-280-72, expires September 30, 1972.

3. Nashua Corporation, P&O-320-72, expires December 31, 1972.

4. Pitney-Bowes, Inc., P&O-340-72, expires December 13, 1972.

5. Saxon Business Products, Inc., P&O-350-72, expires December 31, 1972.

6. Memorex Corporation, P&O-400-72, expires September 30, 1972 (magnetic cards).

Blanket Purchase Arrangements with other Federal Supply Schedule contractors will be announced in supplements to this memorandum as additional agreements are established.

This memorandum exists as a tool for purchasing officers to utilize in taking advantage of maximum discounts available under Federal Supply Schedule contracts, rather than as an endorsement of equipment and supplies of one company over those of another. Responsibility for acquiring office machines and supplies at the least cost to the Government, all factors considered in accordance with Section 101-26.408 of the Federal Property Management Regulations, rests with agency purchasing officers.

Questions concerning this memorandum or implementation of the arrangements involved should be directed to the Contract and Supply Management Staff on Area Code (202) 447-3595.

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

Attachments

Attachment "A"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON

OFFICE OF PLANT AND OPERATIONS

Chase Marketing Company
c/o Government Marketing Services
7826 Eastern Avenue, N. W.
Washington, D. C. 20012

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase 12 or more pocket size electronic calculators from your company during the period ending June 30, 1973. These purchases will be made under Blanket Purchase Arrangement No. P&O-150-73 in accordance with your Contract No. GS-00S-10336.

The following provisions will govern the handling of orders placed under the above cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the 12, or more, contract price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company care of the address noted above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

Attachment "A"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON

OFFICE OF PLANT AND OPERATIONS

Chase Marketing Company
c/o Government Marketing Services
7826 Eastern Avenue, N. W.
Washington, D. C. 20012

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase 12 or more pocket size electronic calculators from your company during the period ending June 30, 1973. These purchases will be made under Blanket Purchase Arrangement No. PAO-150-73 in accordance with your Contract No. GS-00S-10336.

The following provisions will govern the handling of orders placed under the above cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the 12, or more, contract price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company care of the address noted above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Chase Marketing Company

By: Jack Black (Signature) Date: JULY 28, 1972

CHASE MARKETING COMPANY (Typed Name)

PRESIDENT (Title)

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Chase Marketing Company

By: _____ (Signature) Date: JULY 28, 1972

CHASE MARKETING COMPANY (Typed Name)

PRESIDENT (Title)

Attachment "B"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUN 28 1972

Monroe
The Calculator Company
2212 Wisconsin Avenue, N. W.
Washington, D. C. 20007

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 200 or more adding and/or calculating machines. These purchases will be made under Blanket Purchase Arrangement No. P&O-110-73 in accordance with your Contract No. GS-00S-10292 with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket purchase arrangement number and will be written at the contract price for maximum discount allowable as shown in your authorized Federal Supply Schedule price list.

2. Model 1266 and all series 1600 and 1700 calculators are not subject to any special discount other then the authorized single machine price as shown in your authorized Federal Supply Schedule price list. However orders for these machines will be applied toward the total quantity count.

3. Each purchasing office may send orders directly to your Washington, D. C., address or to the local Monroe Branch Office.

4. Your company will send invoices for payment directly to the billing address shown on each order.

5. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

6. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

7. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Monroe

By: C. H. Mauvais (Signature) Date: July 13, 1972

C. H. Mauvais (Typed Name)

Manager (Title)

Attachment "C"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 19 1972

Pitney-Bowes, Inc.
6100 Lincolnia Road
Alexandria, Virginia 22312

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 50 or more folding and/or automatic collating machines. These purchases will be made under Blanket Purchase Arrangement No. P&O-130-73 in accordance with your Contract No. GS-00S-13647 (FSC Group 36) with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the contract price for the above quantity as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount

will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value or orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Pitney-Bowes, Inc.

By: William R Patton (Signature) Date: July 20, 1972

William R. Patton (Type Name)

Director of Government Sales (Title)

Attachment "D"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 20 1972

Pitney-Bowes, Inc.
6100 Lincolnia Road
Alexandria, Virginia 22312

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 50 or more addressing, collating, mailing, sealing, opening, counting, imprinting and inserting machines. These purchases will be made under Blanket Purchase Arrangement No. P&O-140-73 in accordance with your contract No. GS-00S-10303 (FSC Group 74) with the General Services Administration.

The following provisions will govern the handling of orders placed under the above cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the contract price for the above quantity as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Pitney-Bowes, Inc.

By: William R Patton (Signature) Date: July 31, 1972

William R. Patton (Typed Name)

Director, Government Sales (Title)

Attachment "E"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 31 1972

JUL 28 1972

Remington Rand Office Machine
Division
Sperry Rand Corporation
2121 Wisconsin Avenue, N. W.
Washington, D. C. 20007

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 25 or more adding and/or calculating machines. These purchases will be made under Blanket Purchase Arrangement No. P&O-180-73 in accordance with your Contract No. GS-00S-10304 with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the 25 and up contract price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the Washington, D. C., address.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Remington Rand Office Machines Division
Sperry Rand Corporation

By: Howard Sherer (Signature) Date: 8-1-72

Howard Sherer (Typed Name)

Manager, Adding-Calculating Machines Division (Title)

Attachment "F"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 18 1972

Royal Typewriter Company, Inc.
A Division of Litton Industries
1700 Wisconsin Avenue, N. W.
Washington, D. C. 20007
Attn: J. Howard Highsmith

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 50 or more typewriters. These purchases will be made under Blanket Purchase Arrangement No. P&O-120-73 in accordance with your Contract No. GS-00S-10218 with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the contract price for 50 or more typewriters as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to the local Royal office assigned to the purchasing office which issues the individual order. Any questions on the location of the authorized Royal office should be directed to Royal's Federal Marketing Office in Washington, D. C.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Royal Typewriter Company, Inc.

BY: William Grote (Signature) Date: 7-18-72

William Grote (Typed Name)

Director of Federal Marketing (Title)

Attachment "G"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUN 22 1972

SCM Corportation
500 E Street, S. W.
Washington, D. C. 20024

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period July 1, 1972 through June 30, 1973, 100 or more calculating machines. These purchases will be made under Blanket Purchase Arrangement No. P&O 100-73 in accordance with your Contract No. GS-00S-10312 with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement and will be written at the 100 or more price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office must send orders directly to your company at 500 E Street, S. W., Washington, D. C. 20024.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed and discounts earned through this arrangement.

Please indicate your acceptance of the provisions of this letter in the space provided below and return the original to this office.

Sincerely yours,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

SCM Corporation

By: Julian O Grubbs (Signature) Date: 6/23/72

Julian O. Grubbs (Typed Name)

Director, Federal Government Sales (Title)

Attachment "H"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 21 1972

SCM Corporation
500 E Street, S. W.
Washington, D. C. 20024

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company during the period ending June 30, 1973, 25 or more electric typewriters. These purchases will be made under Blanket Purchase Arrangement No. P&O-170-73 in accordance with your Contract No. GS-00S-10219 with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement and will be written at the 25, or more price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the Washington, D. C., address.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

SCM Corporation

By: Julian O. Grubbs (Signature) Date: 7/25/72

Julian O. Grubbs (Typed Name)

Director, Federal Government Sales (Title)

Attachment "I"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 21 1972

The Singer Company
Friden Division
2100 L Street, N. W.
Washington, D. C. 20037

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase 50 or more adding and/or calculating machines from your company during the period ending June 30, 1973. These purchases will be made under Blanket Purchase Arrangement No. P&O-160-73 in accordance with your Contract No. GS-00S-10311with the General Services Administration.

The following provisions will govern the handling of orders placed under the above cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the contract price for 50 to 99 machines as shown in your authorized Federal Supply Schedule price list.

2. Each ordering office will send original orders directly to The Singer Company, Friden Division, 2100 L Street, N. W., Washington, D. C. 20037.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office quarterly a statement of the dollar value of orders placed, number of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

October 15, 1972
January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

The Singer Company, Friden Division

By: William H. O'Connor (Signature) Date: 7-24-72

William H. O'Connor (Typed Name)

Director of Federal Mktg. (Title)

Attachment "J"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JUL 19 1972

Memorex Corporation
1600 Anderson Road
McLean, Virginia 22101

Gentlemen:

Per the telephone conversation of July 18, 1972, between this office and your firm, please acknowledge your acceptance of the extension of Blanket Purchase Arrangement No. P&O-290-72 through September 30, 1972, to correspond with the expiration of your current Contract No. GS-00S-07375 with the General Services Administration.

It is understood that all other terms and conditions of this blanket purchase arrangement will remain unchanged and that any magnetic tape cartridges purchased through September 30, 1972, will be billed at the 500 or more price as shown in your authorized Federal Supply Schedule price list.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director
Contract and Supply Management Staff

ACCEPTED:

Memorex Corporation

By: Milton R. Jones (Signature Date: July 25, 1972

Milton R. Jones (Typed Name)

Regional Manager (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

January 11, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 135, SUPPLEMENT NO. 2

Procurement of Office Machines and Supplies Fiscal Year 1973

The following are additional Blanket Purchase Arrangements for quantity discounts, and amendments to Blanket Arrangements already in existence. These arrangements have been established with the Federal Supply Schedule contractors listed below, and are to be used during Fiscal Year 1973.

See indicated attachments for Blanket Purchase Arrangement numbers and details of the agreements.

16. Memorex Corporation (magnetic tape cartridges, magnetic cards) - Attachment "G".

17. Itek Business Products (Project-a-Lith material, Project-a-Lith chemicals) - Attachment "H".

18. North American Business Machines (Adler electric typewriters) - Attachment "I".

19. Government Marketing Services (Texas Instrument calculators) - Attachment "J".

Attachment "K" amends paragraph 2 of P&O-130-73 with Pitney-Bowes, Inc.

Attachment "L" cancels P&O-150-73 with Government Marketing Services (Craig calculator) in its entirety.

Additional supplements to Plant and Operations Memorandum No. 135 will announce other Blanket Purchase Arrangements as they are established.

Questions concerning Blanket Purchase Arrangements should be directed to the Contract and Supply Management Staff on Area Code (202) 447-3595.

Dean T. Smith

Dean T. Smith
Director

Attachments

Attachment "G"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

DEC 5 1972

Memorex Corporation
1600 Anderson Road
McLean, Virginia 22101

Attn: Mr. Milton Jones

Gentlemen:

This is to advise you of the intent of the U.S. Department of Agriculture to purchase from your company:

1. 500 or more magnetic tape cartridges (your reorder number 90-60039) for use in the Magnetic Tape Selectric Typewriter (MT-ST).

2. 100 or more boxes of magnetic cards (your number 90-00025) for use in the Magnetic Card Selectric Typewriter (MC-ST).

The Department will make these purchases under Blanket Purchase Arrangement Number P&O - 250-73, in accordance with the terms of your Federal Supply Schedule contract GS-00S-07375, with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number above, and will be written at the contract price for the prices corresponding to the quantities stated above, as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

Attachment "H"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

October 25, 1972

GOVERNMENT SALES
RECEIVED
OCT 30, 72
WASHINGTON, D. C.

Itek Business Products
Government Sales Headquarters
Suite 901
200 North Glebe Road
Arlington, Virginia 22203

Gentlemen:

This will advise you of the intent of the U.S. Department of Agriculture to purchase from your company platemaking supplies as follows: 500 or more rolls or cartridges of Itek Project-a-Lith material (minimum order: 27 rolls or 28 cartridges), and 3 or more cases of Project-a-Lith chemicals. These purchases will be made under Blanket Purchase Arrangement No. P&O-260-73, during the period ending September 30, 1973. The terms of this arrangement are in accordance with your Contract No. GS-00S-13247, with the General Services Administration, Federal Supply Schedule 36, Part I, Section B.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number above, and will be written at the contract price for the maximum discount allowable as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount. This unearned discount will be

billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill-back becomes necessary, the amount due will be billed to each ordering office by no later than October 15, 1973.

6. By October 15, 1973, your company must furnish this office a report showing totals for the number of items purchased under this arrangement, dollar value of orders placed, and savings to the Department based on the lowest contract price.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

ITEK BUSINESS PRODUCTS, P&O - 260-73

By: Willard F. Martin (Signature) Date: 10/30/72

Willard F. Martin (Typed Name)

Federal Government Sales Manager (Title)

Attachment "I"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

OCT 20 1972

Adler Business Machines
c/o North American Business Machines
107 Church Street, N. E.
Vienna, Virginia 22180

Gentlemen:

This will advise you of the intent of the U. S. Department of Agriculture to purchase from your company 50 or more electric typewriters during the period ending June 30, 1973. These purchases will be made under Blanket Purchase Arrangement Number P&O-270-73, in accordance with your Contract Number GS-00S-10200 with the General Services Administration under Federal Supply Schedule 74, Part I.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number above, and will be written at the contract price for the maximum discount allowable as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company <u>at the address shown above</u>.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for

the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office, on a quarterly basis, a statement of the dollar value of orders placed, numbers of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Adler/North American Business Machines, P&O-270-73

By: Frederick W. Haussmann (Signature) Date: 10/31/72

Frederick W. Haussmann (Typed Name)

Advertising & Sales Promotion Manager (Title)

Attachment "J"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

NOV 30 1972

Government Marketing Services, Inc.
7826 Eastern Avenue, N.W.
Washington, D.C. 20012

Gentlemen:

This will advise you of the intent of the U.S. Department of Agriculture to purchase from your company 25 or more Texas Instrument calculators during the period ending June 30, 1973. These purchases will be made under Blanket Purchase Arrangement Number P&O-280-73, in accordance with your Contract Number GS-00S-10274 with the General Services Administration under Federal Supply Schedule 74, Parts II and III.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number above, and will be written at the contract price for the 25-497 price as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for

the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than June 20, 1973.

6. Your company will furnish this office, on a quarterly basis, a statement of the dollar value of orders placed, numbers of items purchased, and discounts earned through this arrangement on the forms provided. These reports will be due as follows:

January 15, 1973
April 15, 1973
July 15, 1973

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Government Marketing Services, P&O-280-73

By: Sidney Freed (Signature) Date: 1 December 1972

Sidney Freed (Typed Name)

President (Title)

Attachment "K"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

NOV 28 1972

Pitney Bowes, Inc.
Federal Government Sales Office
6100 Lincolnia Road
Alexandria, Virginia 22312

Attn: William R. Patton
Director of Government Sales

Dear Mr. Patton:

In response to your letter of November 17, 1972, this letter amends Paragraph 2 of Blanket Purchase Arrangement Numbers P&O-140-73, and P&O-130-73, with the U.S. Department of Agriculture.

Paragraph 2 of each arrangement cited should now read as follows:

> Each purchasing office will send orders directly to your company at the address shown above, or to the nearest Pitney Bowes office.

Please sign the original of this letter and return it to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Pitney Bowes, Inc. P&O-130-73
P&O-140-73

By: William R. Patton (Signature) Date: December 4, 1972

William R. Patton (Typed Name)

Director, Govt. Sales (Title)

Attachment "L"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

NOV 30 1972

Mr. Sidney Freed
Contract Administrator, Chase Marketing Co.
Government Marketing Services
7826 Eastern Avenue, N.W.
Washington, D.C. 20012

Dear Mr. Freed:

We have received your letter of November 21, 1972, indicating that the Craig Calculator Model 4501 has been deleted from Federal Supply Schedule Contract No. GS-00S-10336 with the General Services Administration.

Accordingly, Blanket Purchase Arrangement No. P&O-150-73 with the U.S. Department of Agriculture, which included this particular calculator, is hereby cancelled, effective the same date as the GSA Amendment showing the deletion of the calculator. No further orders may be filled under this arrangement number.

Please sign this letter to indicate your acceptance of this amendment, and return the original to this office immediately.

Sincerely,

John J. Keaney
Deputy Director

ACCEPTED:

Chase Marketing Co./Government Marketing Services

By: Sidney Freed (Signature) Date: 4 Dec.72

Sidney Freed (Typed Name)

Contract Administrator (Title)

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than October 15, 1973.

6. Your company will report to this office all sales made under this Blanket Purchase Arrangement. You must submit this report no later than October 15, 1973. This report must show totals for: number of units sold, dollar value of sales, and savings to the Department of Agriculture over your lowest contract price.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Memorex Corporation, P&O-250-73

By: Milton R. Jones (Signature) Date: 11 December 1972

Milton R. Jones (Typed Name)

Regional Manager
~~Business Products~~ (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

April 12, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 135 SUPPLEMENT NO. 3

Procurement of Office Machines and Supplies Fiscal Year 1973

The following are additional Blanket Purchase Arrangements for quantity discounts, and an amendment to an existing Blanket Arrangement. These arrangements have been established with the Federal Supply Schedule contractors listed below, and are to be used during the periods listed therein.

See attachments as indicated for Blanket Purchase Arrangement numbers and details of the arrangements.

20. Nashua Corporation (xerographic toner, developer; electrostatic copy paper; BD 220 toner; xerographic transparent film) - Attachment "M". NOTE: This arrangement ends June 30, 1973, rather than December 31, 1973, as indicated, due to a change in period for all contracts under FSC Group 36, Part IV, A & B.

21. Minnesota Mining & Manufacturing Company (magnetic tape cartridges for MT/ST and MT/SC - sole source for these items; magnetic cards for MC/ST) - Attachment "N".

22. Pitney - Bowes, Inc. (copiers, copier paper) - Attachment "O".

Attachment "P" amends Blanket Purchase Arrangement No. P&O-250-73 with Memorex Corporation.

Additional supplements to Plant and Operations Memorandum No. 135 will announce other Blanket Purchase Arrangements as they are established.

Questions concerning Blanket Purchase Arrangements should be directed to the Contract and Supply Management Staff on Area Code (202) 447-3595.

Dean T. Smith

Dean T. Smith
Assistant Director

DIRECTIVES 6

Attachment "M"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

JAN 22 1973

Nashua Corporation
2425 Wilson Boulevard
Arlington, Virginia 22201

Gentlemen:

This will advise you of the intent of the U.S. Department of Agriculture to purchase from your company during the period ending December 31, 1973, the following: (1) 10 charges or more of Nashua Xerographic Developer, (2) 500 cartons or more of Nashua Xerographic Toner, (3) 500,000 sheets or more of Nashua Electrostatic Copy Paper, (4) 20 pounds or more of BD 220 Toner, (5) 50 boxes or more of Xerographic Transparent film. These purchases will be made under Blanket Purchase Arrangement Number P&O 290-73, in accordance with your Contract Number GS-00S-15893 with the General Services Administration under Federal Supply Schedule 36, Part IV.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number above, and will be written at the contract price established for the above quantities as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount.

Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than February 1, 1974.

6. Your company will furnish this office a statement of the dollar value of orders placed, numbers of items purchased, and discounts earned through this arrangement on the form provided. This report will be due no later than February 1, 1974.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

John J. Keaney
Deputy Director

ACCEPTED:

Nashua Corporation P&O 290-73

By: Samuel L. Sugarman (Signature) Date: Jan 18, 1973

(Typed Name)

Government Brand Sales Mgr. (Title)

Attachment "N"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

FEB 16 1973

FEB 15 1973

Minnesota Mining & Manufacturing Company
1750 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Attn: Mr. Paul Showalter

Gentlemen:

This is to advise you of the intent of the U.S. Department of Agriculture to purchase from your company:

1. 500 or more magnetic tape cartridges for use in the Magnetic Tape Automatic Typewriter (MT/ST), and Composer (MT/SC).

2. 80 or more boxes of magnetic cards for use in the Magnetic Card Automatic Typewriter (MC/ST).

The Department will make these purchases under Blanket Purchase Arrangement No. P&O-300-73, in accordance with the terms of your Federal Supply Schedule Contracts: GS-00S-16823, covering MT/ST and MT/SC tape cartridges, under FSC Group 74, Part XII; and GS-00S-15410, covering MC/ST cards, under FSC Group 58, Part V.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket arrangement number above, and will be written at the contract prices corresponding to the quantities stated above, as shown in your authorized Federal Supply Schedule pricelists.

2. Each purchasing office will send orders directly to your company at the address shown above, or the nearest branch office.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contracts.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than October 15, 1973.

6. Your company will report to this office all sales made under this Blanket Purchase Arrangement. You must submit this report no later than October 15, 1973. This report must show totals for: number of units sold, dollar value of sales, and savings to the Department of Agriculture over your lowest contract price.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Minnesota Mining & Manufacturing Company P&O-300-73

By: Richard E. Hanson (Signature) Date: 2/20/73

RICHARD E. HANSON (Typed Name)

FIELD MANAGER (Title)

Attachment "O"

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

FEB 20 1973

Pitney - Bowes, Inc.
6100 Lincolnia Road
Alexandria, Virginia 22312

Gentlemen:

This will advise you of the intent of the U.S. Department of Agriculture to purchase five (5) or more copying machines and 230 or more cartons of copier paper from your company during the period ending December 31, 1973. These purchases will be made under Blanket Purchase Arrangement No. P&O-310-73 in accordance with your Contract No. GS-00S-15807 (FSC 36 Part IV A and B) with the General Services Administration.

The following provisions will govern the handling of orders placed under the above-cited blanket purchase arrangement:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the above blanket arrangement number and will be written at the five (5) to 24 price for copiers and the 230-459 carton price for paper as shown in your authorized Federal Supply Schedule price list.

2. Each purchasing office will send orders directly to your company at the address shown above.

3. Your company will send invoices for payment directly to the billing address shown on each order.

4. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the above-referenced contract.

5. If the total quantities purchased under this arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement, agrees to accept a charge for the unearned discount. Such unearned discount will be billed by your company on a pro rata basis to the billing address shown on the

respective orders. If a bill back becomes necessary, the amount due will be billed to each ordering office by no later than January 15, 1974.

6. Your company will report to this office all sales made under this Blanket Purchase Arrangement. You must submit this report no later than January 15, 1974. This report must show totals for: number of units sold, dollar value of sales, and savings to the Department of Agriculture over your lowest contract price.

Please indicate your acceptance of the provisions of this letter in the space provided below, and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Pitney - Bowes, Inc.

By: William R Patton (Signature) Date: 2/23/73

William R. Patton (Typed Name)

Director, Government Sales (Title)

Attachment "P"

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

FEB 15 1973

Mr. Milton R. Jones
Regional Manager, Business Products
Memorex Corporation
1600 Anderson Road
McLean, Virginia 22101

Dear Mr. Jones:

This refers to and amends Blanket Purchase Arrangement No. P&O-250-73 with the U. S. Department of Agriculture, as follows:

1. Change No. 1 of the first paragraph to read, "500 or more magnetic tape cartridges (your reorder number 90-60039) for use solely in data inscribers." (Cartridges purchased for use in MTST or MTSC equipment must be bought from a sole source contract under Federal Supply Schedule 74, Part XII with the 3M Company).

2. Change the Contract Number cited in the BPA from GS-00S-07375 to read, "GS-00S-15527", which refers to your current contract with the General Services Administration.

These changes are made in accordance with the terms of GS-00S-15527 under Federal Supply Schedule 58, Part V.

To indicate your acceptance of this amendment, please sign both copies and return the original to this office.

Sincerely,

Dean T. Smith

Dean T. Smith
Assistant Director

ACCEPTED:

Memorex Corporation P&O-250-73

By: Milton R. Jones (Signature) Date: 26 February 1973

Milton R. Jones (Typed Name)

Regional Manager (Title)

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

November 20, 1972

PLANT AND OPERATIONS MEMORANDUM NO. 137

Disadvantaged Business Development Assistance

The attached Plant and Operations Handbook No. 7, entitled "Disadvantaged Business Development, The 8(a) Program," is transmitted for the use of agency procurement personnel. It is to be used as an aid in complying with the requirements of Federal Procurement Regulations, § 1-1.713 and to facilitate participation in the 8(a) program.

Additional copies or any questions concerning the Handbook should be directed through agency channels, to the Contract and Supply Management Staff on Area Code (202) 447-7527.

The information contained in Plant and Operations Memorandum No. 22, Supplement 172, concerning Disadvantaged Business Development is hereby superseded.

Dean Smith

Dean Smith
Assistant Director

Attachment

USDA

DISADVANTAGED BUSINESS DEVELOPMENT

The "8(a)" Program

Goals

Processes

Aids

November 1972

P&O Handbook No. 7

INTRODUCTION

On October 13, 1971, President Nixon issued Executive Order 11625 to strengthen the national program for disadvantaged business enterprise. In his message issuing the Order, the President states: "Approximately 35 million Americans are of Black, Spanish-speaking, or Indian ancestry--about 1/6 of our total population. Yet these same minority Americans presently own only about 4% of America's businesses. And these businesses, in turn, account for less than 1% of our Nation's gross business receipts."

Secretary's Memorandum No. 1778 dated April 6, 1972, emphasized the importance of the Executive Order and directed agencies to cooperate with the Secretary of Commerce in the development of comprehensive plans and specific program goals for assisting disadvantaged business firms. These goals have now been established.

The purpose of this handbook is to provide a better understanding of disadvantaged enterprise programs and to assist in the attainment of program goals. It is to be used as an aid in complying with the requirements of Federal Procurement Regulations, § 1-1.713.

T. M. Baldauf
Director

TABLE OF CONTENTS

Chapter I - Background

DISADVANTAGED BUSINESS DEVELOPMENT (THE SBA SECTION 8(a)) PROGRAM

1. Background of 8(a) Contracting

A. Purpose of the program

The Small Business Administration (SBA) is authorized by section 8(a) of the Small Business Act (15 USC 637(a)) to channel Government purchases to disadvantaged firms. SBA does this by negotiating contracts with Federal agencies for supplies, services, and construction and then, subcontracting to the disadvantaged firm.

The purpose of this program is to assist towards self-sufficiency those eligible disadvantaged firms not yet able to compete effectively in the "economic mainstream." Eligibility requirements are stated at 4A.

B. Policy

The Department policy is stated in Secretary's Memorandum No. 1778 dated April 6, 1972. In that memorandum, the Secretary states "Responsiveness toward these programs and achievement of success in meeting the goals of minority programs is essential. I strongly support the minority enterprise programs and urge everyone involved to give these programs their enthusiastic support and to make every effort to achieve progress."

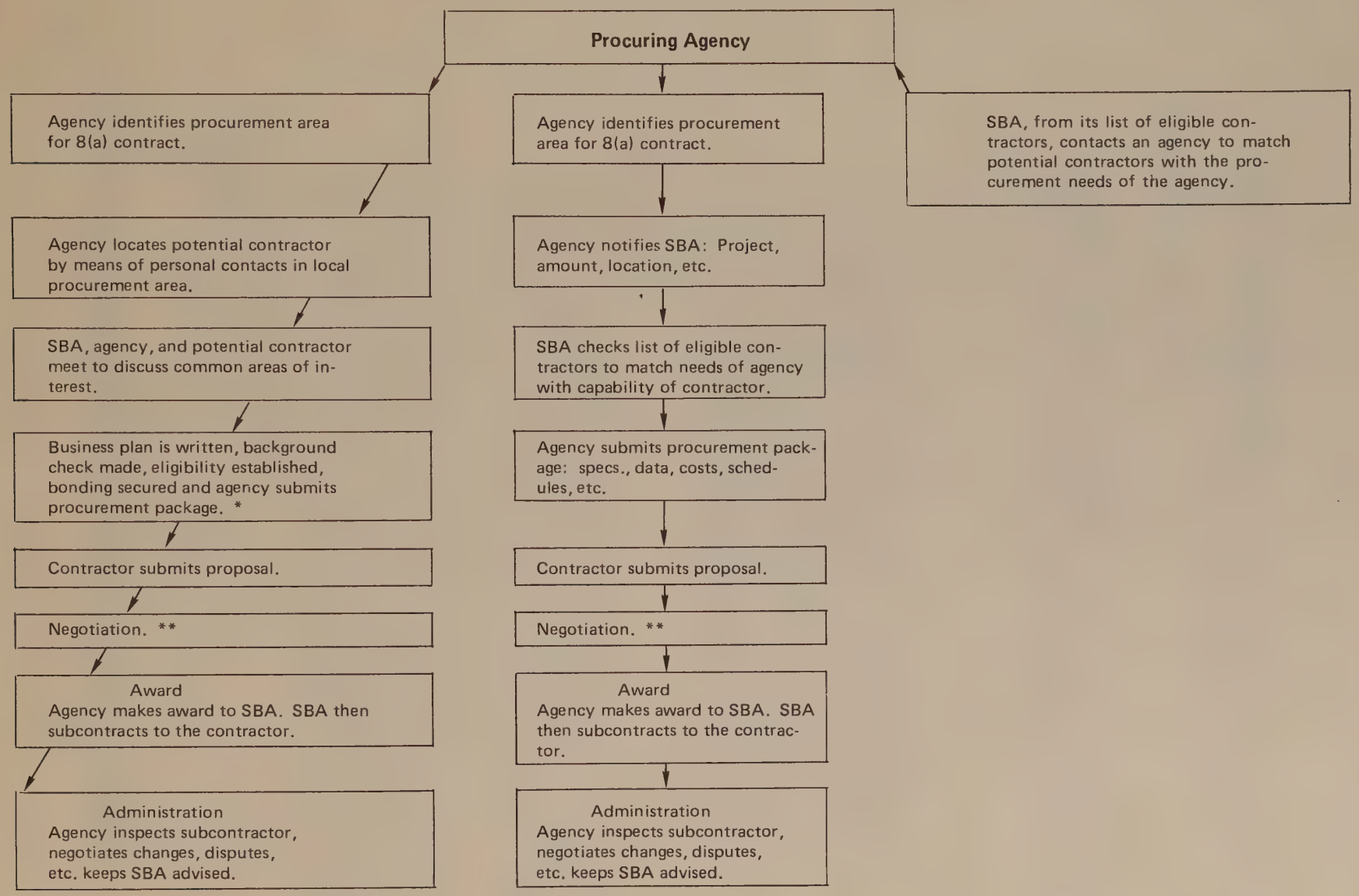
C. Regulations

The regulations governing 8(a) contracts with the Small Business Administration are in § 1-1.713 of the Federal Procurement Regulations. These regulations are reproduced in Appendix VIII.

D. Program Process

The chart that follows, entitled "Avenues Open to 8(a) Contracting" gives a brief summation of the way the program operates.

AVENUES OPEN TO 8(a) CONTRACTING



NOTE: *This step can be eliminated if contractor is already certified eligible for 8(a) award by SBA.
**Negotiation can be conducted by procuring agency if permission is obtained from SBA (FPR 1-1.713-2(d)).

1. Identification of Procurement Area For 8(a) Contract

A. Guidelines for Selection

The following criteria shall be used when evaluating requirements for possible 8(a) set-asides:

(1) Selection of supply, service, or construction requirements should be carefully matched with the capabilities of the disadvantaged contractors.

(2) Selection of recurring requirements should be weighed against the potential impact an 8(a) award will have on small businesses. SBA should be contacted to assist in this regard. Rather than setting aside all of a recurring requirement, thought should be given to breaking out a portion of the requirement for 8(a) set-aside.

(3) New or initial requirements should be considered for 8(a) award because these awards generally would have little impact on existing businesses.

B. Requirements that should not be considered

Because of our obligation to all small businesses, agencies shall not seek 8(a) contracts where one or more of the following circumstances exist:

(1) The procurement items have already been offered for bidding to firms publicly by synopsis, request for bids, or quotations. Annual procurement forecasts or advices of general intentions which do not specifically request bids will not be considered as being offered.

(2) When it is determined that a small firm will suffer a major hardship if the requirement is awarded to a disadvantaged firm. This determination will be made on a case by case basis dependent on local circumstances. If an agency is unable to make this determination, SBA should be consulted.

2. Referral of Identified Requirements to SBA

Agencies should review their annual procurement needs to identify requirements that could be targeted for 8(a) awards.

Selection guidelines outlined in Chapter II (1) should be observed. Requirements identified in this manner may be submitted directly to SBA. SBA will check their list of eligible contractors to match the requirement. This procedure takes less lead time to consummate an award because the contractors have already been certified eligilbe by SBA.

Agencies may find that SBA does not have an eligible contractor to match the requirement. If this occurs, agencies are encouraged to seek out potential contractors as discussed in Chapter II (3).

3. Locating Potentially Eligible 8(a) Contractors

A. SBA location action

Although potential contractors sometimes come directly to SBA for help, others learn of the 8(a) program through State and other Federal agencies, community action groups or civic organizations. The Office of Minority Business Enterprise (OMBE) and the organizations listed in Appendices III & V channel information to SBA concerning potential contractors. Once identified, the screening process to determine eligibility begins.

B. Agency location action

To assist SBA with the 8(a) Program and to facilitate the procurement action, agencies are encouraged to seek out potential contractors for those areas where SBA is unable to match a contractor with the requirement. To accomplish this, agency field personnel should interact with groups having knowledge of disadvantaged business enterprises. Such groups are those listed in Appendices III & V, MBOC's, Indian tribal councils, State OEO offices and other organizations representing disadvantaged groups.

Once identified, the agency should contact SBA so they can begin the screening process to determine the eligibility of the contractor and certify him for the 8(a) program.

The lead-time necessary to consummate a contract generally depends upon the amount of procurement assistance required and whether the contractor is already certified as eligible. It is suggested that a lead-time of 2 to 3 months be used.

4. Determining Eligibility of Contractors

A. Eligibility requirements

(1) To be eligible for assistance under this program, a business must be a small business concern which is at least 50 percent owned and managed by persons who, because of reasons beyond their control, have been deprived of the opportunity to develop and maintain a position in the competitive economy because of social or economic disadvantage. In many cases, persons in the following minority groups have been so deprived: Black Americans; American Indians; Spanish-Americans; Oriental Americans; Eskimos and Aleuts. In addition, certain socially or economically disadvantaged Vietnam-Era veterans may qualify. SBA should be contacted to assist in this determination. In the case of joint venture or partnership, an interest of 50 percent or more must be owned by disadvantaged persons. In the case of a corporation, at least 51 percent of the stock must be owned by the disadvantaged, or a divestiture agreement must be in force that will accomplish transfer of the required ownership, including actual control, to the disadvantaged within a reasonable period of time.

(2) To be considered for 8(a) assistance, the business must be organized for profit.

(3) In carrying out the objectives of the program, SBA will arrange for management, technical, financial and procurement assistance as needed.

(4) A meeting between SBA, the potential contractor and the agency is recommended to establish what the agency needs and how the contractor plans to meet these needs. Once established, the procuring agency is ready to submit the procurement package to SBA in accordance with the procedures stated in Chapter II (5).

B. Establishing eligibility by SBA

(1) Business plans

Once the agency has identified a procurement area for an 8(a) contract and a potential contractor has been identified and screened, the contractor must submit a business plan to SBA unless he has already submitted a plan and has been certified as eligible for an 8(a) contract.

This plan outlines a reasonable approach to upgrading the efficiency of the business to achieve competitive status within 2 or 3 years. This information can be a formal business plan, or it can be an informal outline, showing the contractor's present financial condition, its management and technical capability, and its prospects for the future. Detailed information regarding his marketing prospects, production capabilities, and the personnel and labor force needed are also a necessary part of the plan.

(2) Background checks

SBA performs background checks on applicants determined eligible for the program. These are made to determine the accuracy of the make-up of the proprietorship, partnership, or corporation and also to uncover any adverse information which might negate successful completion of a contract.

C. Certificates of Eligibility

The procuring agency shall receive a letter certifying that SBA is competent to perform the contract. The letter also includes the contract amount and names the contractor that will perform the work.

Many firms have already been screened by SBA and approved by their business development office for 8(a) assistance. These firms are listed in an SBA quarterly publication, "Firms Approved for 8(a) Contract Assistance." Copies, at no cost, may be obtained from SBA at the following address:

Small Business Administration
Office of Reports - Room 503
1441 "L" Street, N. W.
Washington, D.C. 20416

This publication is a valuable asset to the contracting officer when reviewing requirements for possible 8(a) involvement.

5. Submission of Procurement Package to SBA

When the procuring agency, cooperating with SBA, has identified as available certain items and projects, the proposed procurement including applicable plans, specifications, drawings, delivery schedules, and other items relative to the specific procurement, must be reviewed by SBA to determine whether it is within the competence of any of the currently listed 8(a) eligible prospective contractors.

When a determination has been made that the requirement could be performed by an 8(a) contractor, SBA will discuss the details with the prospective contractor to assure that the project is compatible with his capability and business projections.

The negotiation package is then put together by the procuring agency. Preparation of contract documents will be in accordance with the detailed procedures for construction, service, and supply contracts contained in FPR 1-1.713.

6. Negotiating the Contract

A. Contractor proposal submission

After the procuring agency has submitted the contract package to SBA, the contractor must prepare a proposal in response to the procuring agencies' requirement. The proposal contains the contractor's cost breakdown which includes an orderly and realistic estimate of costs both direct and indirect. The estimate should further indicate other direct and indirect costs, overhead, General and Administrative, rentals, payroll taxes, and the basis for determining these costs with an allowance for a "fair and reasonable" profit provided.

B. Role of SBA and of the agency

(1) SBA, through its Office of Business Development, assists the contractor by careful matching of the requirement to his capability and by accurate determination of costs. The functions of a negotiator are:

(a) To conduct negotiations involving costs, methods, etc., permitting the contractor to arrive at a proposal voluntarily and independently.

(b) To provide assistance within the SBA for construction contractors in estimating, obtaining quotations, or analyzing equipment and supply needs.

(c) To determine and certify as to the responsiveness of each contractor to perform the specific contract in question.

(d) To evaluate a contractor's proposal.

(e) To negotiate a fair and reasonable price and terms for performance of a contract, guiding the contractor in the process of estimating, bidding, and administrative procedure.

(2) Although it is not mandatory, it is recommended that the procuring agency attend and participate in the negotiation on contract price. The negotiation sessions are conducted by SBA, however, the procuring agency may be able to clarify questions concerning the work to be done or other contract administration or management matters. If there is a wide disparity, SBA will assist the contractor in bringing about an equitable solution including a reassessment of the proposal. The negotiations can be conducted by the procuring agency if permission is obtained from SBA (FPR 1-1.713-2(d)).

C. Bonding

The provisions of the Miller Act, which specifies the bonding requirements and the amounts of performance and payment bonds, are required for 8(a) construction contracts. This requirement is placed on the 8(a) contractor and not SBA.

New firms or inexperienced ones are finding it difficult to secure bonding through a surety. In order to assist contractors, the SBA can guarantee up to 90 percent of the loss on a bond. The contractor is still required to secure his own financing through a surety.

The SBA will assist the contractor in locating acceptable sureties and will provide assistance to him in preparing and furnishing qualification data to interested sureties. See Appendix VII, "Fact Sheet on Surety Bond Guarantees."

D. Pricing the contract

Contracts will be awarded at prices which are fair and reasonable to the Government, considering the objectives of the program. Price negotiation with the contractor should obtain a price which accurately and fairly reflects the ability of the potential contractor to accomplish the requirement at a reasonable profit. The procuring agency should analyze the price offered in terms of its fairness and reasonableness to the potential 8(a) contractor and the Government, and not solely in terms of the last competitive price paid for the item. The following shall be used as a guideline in determining an estimated market price, fair and reasonable, which is comparable to that which the agency would pay under normal procurement circumstances:

(1) Profit rate The inexperienced 8(a) contractor may encounter profit losses due to lack of technical and management skills. The profit rate should be related to such factors as cost input, risk, experience, and other related items.

(2) Initial procurements. The current market price shall be determined through use of cost and/or price analysis, giving consideration to data submitted by SBA. If significant elements of cost included in the proposed 8(a) contract price are identified as start-up, make-ready, training, or similar initial investment or learning costs in excess of those that would normally be incurred by established firms engaged in the same type of business, such costs should be treated as Business Development Expenses (BDE) to be funded by SBA. [1] Consideration can be given to commerical prices for like services or products, and the proposed 8(a) contractor's experience in providing the product or service.

(3) Repetitive procurements. Prior 8(a) awards may be considered but should not be used solely for determining current market prices, since each 8(a) award has particular or unique circumstances justifying fairness and reasonableness of prices which may not be applicable to subsequent 8(a) awards.

Utilize the most recent award price under competitive conditions for the same products or services as the proposed 8(a) contract, where the previous contract is comparable in regard to terms, conditions, quantities, delivery, etc. However, consideration should be given to any evidence that such previous price was unrealistically low or a "loss" contract price.

Adjust the last award price to allow for increases or decreases in labor and material costs covering the period from the date of the last award to the date the 8(a) award is expected to be consummated using the National Wholesale Index as a guide, where applicable. Where not applicable, commercial prices for similar items in effect at the time of prior procurement and

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1 BDE funds must have the approval of SBA's Washington office. Normally, BDE contributions will be limited to the field of manufacturing, and will not apply to construction and service areas.

those that are currently in effect for those items may be used for this purpose. Alternatively, the SBA and the procuring agency may agree to a flat annual percentage rate for a commodity class or type of service, not to exceed 6% per annum (or 1/2 percent for each month) for periods from the date of the last award up to August 15, 1971, and thereafter at a rate no higher than otherwise permitted under guidelines issued by the Price Commission.

(4) Construction contracts. A review of the 8(a) contractor's proposal should be made to determine available current cost experience for like work, or similar elements of work, and to Government estimates of costs of the work to be done. If significant elements of costs included in the proposed 8(a) contract price are identified as start-up, make-ready, training, or similar initial investment or learning costs in excess of those that would normally be incurred by established firms engaged in the same type of business, such costs are not to be funded by the procuring agency. These costs should be discussed with the SBA representative. If SBA elects to pay for any or all of such BDE costs, as an exception to its general rule, such expenses are to be covered by an SBA order in advance of award. In the event SBA elects not to fund such expenses, the requirement shall be withdrawn unless the contract price is appropriately reduced.

7. Contract Award

When negotiations have been concluded, the procuring agency shall prepare the contractual documents for the prime contract and the subcontract. Instructions for preparation and special clauses to be inserted in these documents are found in FPR 1-1.713.

The appropriate notice of award will be issued to SBA by the procuring agency and a notice of award will then be issued by SBA to the contractor.

8. Contract Administration

A. Management skills of the contractor.

Some firms may lack sufficient management expertise necessary for the effective administration and completion of a contract. Contracting officers should be cognizant of these deficiencies and apprise the SBA whenever the contractor is experiencing any management problems. The SBA should provide necessary technical assistance so the contractor can successfully complete the contract.

B. Contract modifications, inspections, etc.

The responsibility for contract administration and field inspection will, in most cases, be delegated by SBA to the contracting offices of the procuring agency. The procuring agency will keep the SBA apprised of all contract modifications, progress payments, and other pertinent data requested by SBA.

The procuring agency will process contract modifications in accordance with their established procedures. The SBA representative should participate in the negotiation of the equitable adjustment for each contract modification. The SBA representative occupies a dual role of contractor and liaison between the procuring agency and the 8(a) contractor.

C. Contract termination

No action contemplating termination shall be initiated without prior approval of SBA. If the contractor is unable to perform, it is SBA's policy to find another 8(a) contractor to complete the work.

As defined by Webster, "a system is a regular, orderly way of doing something." The regulations attempt to define a system to promote minority business enterprise. Regulations do not always promote results - individual initiative is necessary in order to make the system respond.

The following are suggestions:

- Field personnel should be encouraged to locate and contact disadvantaged contractors for possible 8(a) assistance.

- When contractors have been certified eligible by SBA for 8(a) award, the contracting officer should be encouraged to conduct the negotiation. Permission should be obtained from SBA. This procedure will hasten the procurement process and bring the 8(a) contractor and the agency contracting officer together before award of a contract.

- Contact local minority trade and contractor associations or Indian tribal councils to obtain names of disadvantaged contractors and to apprise these organizations of agency program needs.

- Contact the nearest State employment service office or veteran organization i.e., American Legion, Veterans of Foreign Wars to obtain names of disadvantaged Vietnam-Era veterans.

- Contact the MBOC's.

- Hold area or local workshops or clinics to attract disadvantaged contractors and to apprise them of opportunities available within the program needs under the section 8(a) program or business opportunities that may result from agency programs.

- Invite members of minority trade and contractor associations, chairmen of MBOC's or OMBE representatives to speak at agency workshops.

- Publish procurement items concerning solicitations and/or awards in local publications directed to the disadvantaged community, i.e., Spanish language newspapers or publications directed to local ethnic groups.

The procedures as outlined in §1-3.601 of the Federal Procurement Regulations, reproduced below, shall be used to improve the opportunities of minority business enterprise in the area of small purchases. Agencies shall develop and maintain source lists of minority firms, as practicable, to insure that minority firms are given an opportunity to submit quotations in response to small purchase solicitations.

The organizations listed in Appendices III and V can provide assistance in developing a listing of minority firms. In many instances, these organizations have already put together a directory of minority firms.

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 1—Federal Procurement Regulations

PART 1–3—PROCUREMENT BY NEGOTIATION

Subpart 1–3.6—Small Purchases

SMALL PURCHASES FROM MINORITY BUSINESS ENTERPRISES

This amendment of the Federal Procurement Regulations implements recommendations of the Committee on Small Purchases appointed by the Federal Procurement Task Force on Minority Business Enterprise pursuant to Executive Order 11458, March 5, 1969. The purpose of this amendment is to improve opportunities for participation of minority business enterprises in small purchases.

§ 1–3.601 Purpose.

The objectives of the simplified purchase methods prescribed herein are to reduce the administrative costs in accomplishing small purchases, to improve opportunities for small business concerns and minority business enterprises to obtain a fair proportion of Government purchases and contracts, and to eliminate costly and time consuming paper processes.

§ 1–3.602 Policy.

(b) The objective of helping small concerns and minority business enterprises to participate in Federal procurement has wide potential application where small purchases are concerned and, accordingly, placement of small purchases with small concerns and minority business enterprises is specifically encouraged, consistent with other valid considerations such as price feasibility.

§ 1–3.603–1 Solicitation.

(b) Reasonable competition for small purchases ordinarily can be obtained without soliciting quotations from sources outside the trade area in which the procurement office is located. However, solicitation shall not be limited to suppliers of well known and widely distributed makes or brands, nor shall quotations be solicited purely on a selective personal preference basis. New supply sources, disclosed through trade journals or other media, shall be continuously reviewed and, when appropriate, added to the list of available sources. Each agency shall prescribe procedures for insuring that the small business and minority business enterprise status of each source is recorded on agency small purchase source lists, where lists are maintained, when such status is made known to the agency. Such status information shall be used to insure that small business concerns and minority business enterprises are given opportunities to submit quotations in response to small purchase solicitations. Small business size standards are set forth in Subpart 1–1.7, and minority business enterprise is defined in § 1–1.1310–2.

(The following is illustrative of the many organizations that stand ready to assist in an effort to promote the disadvantaged business enterprise programs.)

1. Federal Efforts

A. Minority Business Opportunity Committees (MBOC's) [2]

MBOC's are one means used to communicate programs and promote local cooperation. MBOC's are standing committees of local Federal Executive Boards. They function as the local Federal coordinating body, seeking to marshall public and private sector resources to help in the creation and growth of minority-owned firms. The MBOC's have at least three basic purposes. These are:

(1) Identify and promote the use of Federal resources to assist minority business at the local level.

(2) Evaluate the effectiveness of the total minority business effort within the community.

(3) Coordinate the use of Federal resources to assist minority enterprise.

B. Office of Minority Business Enterprise (OMBE) Affiliates

OMBE affiliates are existing community organizations with established reputations in the minority community. [3] Affiliate organizations are selected on the basis of their ability to find the qualified or qualifiable minority entrepreneur, provide necessary information, assist with a business management plan, and make available technical and managerial assistance. These affiliates are funded by OMBE.

C. OMBE Field Representatives

The OMBE field representative functions as a vital contact for affiliates and MBOC's.[4] The field representative serves as a coordinator of minority business programs and the minority community. When affiliate problems arise requiring action at the national level, the representative sees to it that they are brought to the attention of OMBE in Washington. He also serves as executive secretary to the local MBOC.

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2 See Appendix I for a listing of MBOC offices.
3 See Appendix III for a listing of OMBE Affiliates
4 See Appendix III for a listing of OMBE Field Representatives

2. Local Efforts[5]

A. National Economic Development Association (NEDA)

This association's purpose is to help Spanish-speaking and Spanish-surnamed individuals enter the competitive enterpise system and to provide technical and managerial assistance to existing and potential businessmen.

B. The Chicago Economic Development Corporation (CEDCO)

Local initiative in the Chicago area is exerted by the organization to operate an action-oriented program which includes loan packaging, screening loan applicants, management and technical assistance, market development, financial assistance, and organizing efforts. Policies and programs for CEDCO are determined by an interracial board of directors which represents a cross section of the business, financial, professional, academic, and civic communities in the Chicago area.

C. The National Business League (NBL)

The NBL functions as an effective delivery vehicle for implementing Government and private sector programs for the economic development of the minority community on a national scale. The NBL accomplishments include assistance with loans, business development programs, and procurement.

D. The Interracial Council for Business Opportunity (ICBO)

The ICBO conducts programs encompassing a full range of assistance to minority business development. ICBO's programs are directed toward obtaining various forms of financial assistance for minority businesses to enable new ones to be created and existing ones to expand. Its programs are further structured to make available technical assistance to active and aspiring minority entrepreneurs.

3. The Private Sector

Private initiative, through the nation's corporations, professional associations, foundations, and religious organizations, has contributed a significant amount in fostering minority business. In many instances, it has not waited for the government to initiate programs of assistance to minority

5 See Appendix V for a complete list of local organizations.

business, but has created its own programs. OMBE has worked to forge a partnership between the Federal and private sectors to promote the most efficient use of all resources. The following organizations have provided a substantial amount of assistance to minority business:

- Minority Enterprise Small Business Investment Companies (MESBIC's)
- American Bankers Association (ABA)
- American Jewish Congress
- National Catholic Conference
- National Council of Churches
- United Council of Churches
- Ford Foundation
- National Association of Accountants
- American Institute of Industrial Engineers
- American Association for Personnel Administration
- Chambers of Commerce
- Investment Bankers Association of America
- National Society of Professional Engineers
- National Association of Manufacturers

APPENDIXES

I	Secretary's Memorandum 1778 (Includes Executive Orders 11625 and MBOC Listings)
II	Publications Prepared for Minority Business Enterprise
III	OMBE Affiliate Organizations
IV	SBA Regional Offices
V	Inventory of Federally-Funded Local Organizations
VI	USDA Fiscal Year 1972 Section 8(a) Awards
VII	Fact Sheet on Surety Bond Guarantees
VIII	Federal Procurement Regulations 1-1.713

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

April 6, 1972

SECRETARY'S MEMORANDUM NO. 1778

Federal Procurement and Minority Business Enterprise

On October 13, 1971, President Nixon issued Executive Order 11625 reemphasizing his commitment to promote minority business enterprise.

Marked progress has been made in the minority enterprise area. Federal business loans, guarantees, and contracts have increased almost three-fold from $200 million in Fiscal Year 1969 to $566 million in Fiscal Year 1971. Over $100 million in new deposits have been made in minority banks. Forty-one Minority Enterprise Small Business Investment Companies have been licensed with an aggregate capitalization in excess of $10 million.

As significant as these accomplishments are, they actually represent only a beginning. Pursuant to the new Executive Order, a copy of which is attached, each federal department and agency is to cooperate with the Secretary of Commerce in the development of comprehensive plans and specific program goals for the minority enterprise program. Dr. Alfred L. Edwards, Deputy Assistant Secretary for Rural Development and Conservation, was designated to serve as the U. S. Department of Agriculture's contact point for the Office of Minority Business Enterprise, on March 26, 1969. I am directing that Frank B. Elliott, Assistant Secretary for Administration, coordinate our participation in this program within the Department.

Through the Inter-Agency Committee on Minority Business Enterprise and its various task forces, such plans and goals are presently being developed in Washington. However, implementation of these plans and achievement of these goals will depend heavily on follow-through at the field office level.

Minority Business Opportunity Committees (MBOC) should help. These committees have been established in twenty-seven cities as standing committees of Federal Executive Boards (FEB) to provide the local federal action arm for minority enterprise. MBOC's have

also been established in five cities where FEB's have not been formed. It is important that agencies actively participate in MBOC's and help provide the staff support the MBOC may require. Departmental FEB and MBOC representatives are to coordinate this effort by arranging for appropriate USDA representation on the MBOC in their areas.

The attached lists those cities in which MBOC's are established, the Department's FEB representative, and the Department's designated representative to MBOC's in those cities where FEB's are not established.

Responsiveness toward these programs and achievement of success in meeting the goals of minority programs is essential. I strongly support the minority enterprise programs and urge everyone involved to give these programs their enthusiastic support and to make every effort to achieve progress.

Earl L. Butz
Secretary of Agriculture

Attachments

This memorandum supersedes Secretary's Memorandum 1686, dated April 17, 1970.

FOR RELEASE AT 12:00 NOON, EDT October 13, 1971

Office of the White House Press Secretary

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THE WHITE HOUSE

EXECUTIVE ORDER
11625

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PRESCRIBING ADDITIONAL ARRANGEMENTS FOR DEVELOPING AND COORDINATING A NATIONAL PROGRAM FOR MINORITY BUSINESS ENTERPRISE

The opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic justice for such persons and improve the functioning of our national economy.

The Office of Minority Business Enterprise, established in 1969, greatly facilitated the strengthening and expansion of our minority enterprise program. In order to take full advantage of resources and opportunities in the minority enterprise field, we now must build on this foundation. One important way of improving our efforts is by clarifying the authority of the Secretary of Commerce (a) to implement Federal policy in support of the minority business enterprise program; (b) provide additional technical and management assistance to disadvantaged businesses; (c) to assist in demonstration projects; and (d) to coordinate the participation of all Federal departments and agencies in an increased minority enterprise effort.

NOW, THEREFORE, by virtue of the authority vested in me as President of the United States, it is ordered as follows:

Section 1. Functions of the Secretary of Commerce. (a) The Secretary of Commerce (hereinafter referred to as "the Secretary") shall --

(1) Coordinate as consistent with law the plans, programs, and operations of the Federal Government which affect or may contribute to the establishment, preservation, and strengthening of minority business enterprise.

(2) Promote the mobilization of activities and resources of State and local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of minority business enterprises, and facilitate the coordination of the efforts of these groups with those of Federal departments and agencies.

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(3) Establish a center for the development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Nation in undertaking or promoting the establishment and successful operation of minority business enterprise.

(4) Within constraints of law and appropriations therefor, and according to his discretion, provide financial assistance to public and private organizations so that they may render technical and management assistance to minority business enterprises, and defray all or part of the costs of pilot or demonstration projects conducted by public or private agencies or organizations which are designed to overcome the special problems of minority business enterprises or otherwise to further the purposes of this order.

(b) The Secretary, as he deems necessary or appropriate to enable him to better fulfill the responsibilities vested in him by subsection (a), may --

(1) With the participation of other Federal departments and agencies as appropriate, develop comprehensive plans and specific program goals for the minority enterprise program; establish regular performance monitoring and reporting systems to assure that goals are being achieved; and evaluate the impact of Federal support in achieving the objectives established by this order.

(2) Require a coordinated review of all proposed Federal training and technical assistance activities in direct support of the minority enterprise program to assure consistency with program goals and to avoid duplication.

(3) Convene, for purposes of coordination, meetings of the heads of such departments and agencies, or their designees, whose programs and activities may affect or contribute to the purposes of this order.

(4) Convene business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of minority business enterprise or who could contribute to its development, for the purpose of proposing, evaluating and coordinating governmental and private activities in furtherance of the objectives of this order.

(5) Confer with and advise officials of State and local governments.

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(6) Provide the managerial and organizational framework through which joint or collaborative undertakings with Federal departments or agencies or private organizations can be planned and implemented.

(7) Recommend appropriate legislative or executive actions.

Sec. 2. Advisory Council for Minority Enterprise. (a) The Advisory Council for Minority Enterprise (hereinafter referred to as "the Council"), established by Executive Order No. 11458 of March 5, 1969, shall continue in existence under the terms of this order.

(b) The Council shall be composed of members appointed by the President from among persons, including members of minority groups and representatives from minority business enterprises, who are knowledgeable in this field and who are dedicated to the purposes of this order. The members shall serve for a term of two years and may be reappointed.

(c) The President shall designate one of the members of the Council as the Chairman of the Council.

(d) The Council shall meet at the call of the Secretary.

(e) The Council shall be advisory to the Secretary in which capacity it shall --

(1) Serve as a source of knowledge and information on developments in different fields and segments of our economic and social life which affect minority business enterprise.

(2) Keep abreast of plans, programs, and activities in the public and private sectors which relate to minority business enterprise, and advise the Secretary on any measures to better achieve the objectives of this order.

(3) Consider, and advise the Secretary, and such officials as he may designate, on problems and matters referred to the Council.

(f) For the purposes of Executive Order No. 11007 of February 26, 1962, the Council shall be deemed to have been formed by the Secretary.

(g) Members of the Council shall be entitled to receive travel and expenses, including per diem in lieu of subsistence, as authorized by law (5 U.S.C. 5701-5708) for persons in the Government service employed intermittently.

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(h) The Secretary shall arrange for administrative support of the Council to the extent necessary, including use of any gifts or bequests accepted by the Department of Commerce pursuant to law.

Sec. 3. Responsibilities of Other Federal Departments and Agencies. (a) The head of each Federal department and agency, or a representative designated by him, when and in the manner so requested by the Secretary, shall furnish information, assistance, and reports to, and shall otherwise cooperate with, the Secretary in the performance of his functions hereunder.

(b) The head of each Federal department or agency shall, when so requested by the Secretary, designate his Under Secretary or such other similar official to have primary and continuing responsibility for the participation and cooperation of that department or agency in matters concerning minority business enterprise.

(c) The officials designated under the preceding paragraph, when so requested, shall review and report to the Secretary upon the policies and programs of the minority business enterprise program, and shall keep the Secretary informed of all proposed budgets, plans and programs of his department or agency affecting minority business enterprise.

(d) The head of each Federal department or agency, or a representative designated by him, shall, to the extent provided under regulations issued by the Secretary after consultation with the official designated in paragraph (b) above, report to the Secretary on any activity that falls within the scope of the minority business enterprise program as defined herein and in those regulations.

(e) Each Federal department or agency shall, within constraints of law and appropriations therefor, continue all current efforts to foster and promote minority business enterprises and to support the program herein set forth, and shall cooperate with the Secretary of Commerce in increasing the total Federal effort.

Sec. 4. Reports. The Secretary shall, not later than 120 days after the close of each fiscal year, submit to the President a full report of his activities hereunder during the previous fiscal year. Further, the Secretary shall, from time to time, submit to the President his recommendations for legislation or other action as he deems desirable to promote the purposes of this order. Each Federal department or agency shall report to the Secretary as hereinabove provided on a timely basis so that

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the Secretary may consider such reports for his report and recommendations to the President. Each Federal department or agency shall develop and implement systematic data collection processes which will provide to the Office of Minority Business Enterprise Information Center current data helpful in evaluating and promoting the efforts herein described.

Sec. 5. Policies and Standards. The Secretary may establish such policies, standards, definitions, criteria, and procedures to govern the implementation, interpretation, and application of this order, and generally perform such functions and take such steps as he may deem to be necessary or appropriate to achieve the purposes and carry out the provisions hereof.

Sec. 6. Definitions. For purposes of this order, the following definitions shall apply:

(a) "Minority business enterprise" means a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Negroes, Puerto Ricans, Spanish-speaking Americans, American Indians, Eskimos, and Aleuts.

(b) "State" means the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

Sec. 7. Construction. Nothing in this order shall be construed as subjecting any function vested in, or assigned pursuant to law to, any Federal department or agency or head thereof to the authority of any other agency or office exclusively, or as abrogating or restricting any such function in any manner.

Sec. 8. Prior Executive Order. Executive Order No. 11458 of March 5, 1969, is hereby superseded.

RICHARD NIXON

THE WHITE HOUSE,

October 13, 1971.

MBOC'S IN OPERATION

Region	City	USDA FEB Representative
I	Boston	Mr. Byron S. Peterson, Statistical Reporting Service, 1305 Port Office Building, Boston, Massachusetts
II	New York City	Mr. T. Reed McMinn, Commodity Exchange Authority, Room 2101 61 Broadway, New York, New York
	Newark	Mr. William J. Parker, Soil Conservation Service, 1370 Hamilton St. Box 219, Somerset, New Jersey
III	Philadelphia	Dr. C. F. Diehl, Consumer and Marketing Service, 7th Floor, Federal Building 1421 Cherry St., Philadelphia, Pennsylvania
	Baltimore	Mr. L. F. Whittermore, Food and Nutrition Service, Appraiser's Stores Building Room 512, 103 South Gay St., Baltimore, Maryland
	Washington, D.C.	Mr. Paul J. McCloskey 1/ , Office of Plant and Operations, U. S. Department of Agriculture, Administration Building Room 132-W, Washington, D.C.
	Pittsburgh	Mr. Ray E. Artz, Food and Nutrition Service, Federal Building, Room 2007 Liberty Avenue, Pittsburgh, Pennsylvania
	Richmond	Mr. Norman Parrish 1/, Soil Conservation Service, Federal Building, Room 4708 Richmond, Virginia 23240
IV	Atlanta	Mr. Russell James, Food and Nutrition Service, Room 302, 1795 Peachtree Road, N. E., Atlanta, Georgia
	Memphis	Mr. Delmus H. Hernsberger 1/ Cotton Division, C&MS, P.O. Box 17723 Memphis Tennessee

1/ Designated as USDA representative to the MBOC (No FEB in this city)

Region	City	USDA FEB Representative
	Miami	Mr. Loren S. Steiner, Agricultural Research Service, U. S. Plant Introduction Station, 13601 Cutler Road, Miami, Florida
V	Chicago	Mr. L. W. Wallin, Statistical Reporting Service, P. O. Box 6910-A, Chicago, Illinois
	Cincinnati	Mr. George R. Childress, Food and Nutrition Service, Federal Building Room 3523, 550 Main St., Cincinnati, Ohio
	Detroit	Mr. William R. Hairston, Food and Nutrition Service, Federal Building Room 1054, 230 West Lafayette St. Detroit, Michigan
	Minneapolis	Dr. L. H. Burkert, Consumer and Marketing Service, Room 638, Federal Building U. S. Courthouse, 316 Robert St. St. Paul, Minnesota
	Cleveland	Mr. Arthur L. Kotowski, Food and Nutrition Service, 1669 Federal Office Building, Cleveland, Ohio
VI	Dallas	Mr. Joseph P. Kuykendall, Soil Conservation Service, Forth Worth Federal Center P. O. Box 11222, Forth Worth, Texas
	Albuquerque	Mr. William D. Hurst, U. S. Forest Service, Federal Building, 517 Gold Avenue, S. W., Albuquerque, New Mexico
	Houston	Mr. Milton Whiting 1/, FHA USDA, Sim Oil Building, 120 N. 5th Street P.O. Box 331, Houston, Texas
	New Orleans	Mr. A. P. McLachlan, Agricultural Stabilization and Conservation Service 120 Marias St., New Orleans, Louisiana

1/ Designated as USDA representative to the MBOC (No FEB in this city)

Region	City	USDA FEB Representative
	San Antonio	Mr. James O. Dias 1/, FHA 561 South Main Building 12, San Antonio, Texas
VII	Kansas City	Mr. Don Hodges, Consumer and Marketing Service, P. O. Box 205, Kansas City, Missouri
	St. Louis	Mr. William B. Wood, Farmers Home Administration, 1520 Market St., St. Louis, Missouri
VIII	Denver	Mr. Merritt D. Burdick, Soil Conservation Service, 12417 Federal Building, 1961 Stout St., Denver, Colorado
IX	San Francisco	Mr. Lee Seidell, Agricultural Stabilization and Conservation Service, 2020 Millvia St., San Francisco, California
	Los Angeles	Mr. William T. Dresser, U. S. Forest Service, 1015 North Lake Avenue Pasadena, California
X	Seattle	Mr. Emery C. Wilcox, Statistical Reporting Service, 3136 Federal Office Building, Seattle, Washington

1/ Designated as USDA representative to the MBOC (No FEB in this city)

PUBLICATIONS PREPARED
for
MINORITY BUSINESS ENTERPRISE

1. Census of Minority-Owned Businesses: 1969
2. Special Catalog of Federal Programs Assisting Minority Enterprise (1st and 2nd editions)
3. Franchise Company Data Book
4. National Roster of Minority Professional Consulting Firms
5. Directory of Private Programs (1st and 2nd editions)
6. Minority Enterprise and Expanded Ownership: Blueprint for the 70s.
7. Building Minority Enterprise (Out of print)
8. Glossary of Economic Development and Business Development Terms
9. Higher Education Aid for Minority Business
10. OMBE - Outlook

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Working in conjunction with other agencies, the Office of Minority Business Enterprise had the following publications prepared:

A. Local Economic Development Corporation Manual (EDA)

B. Minority Construction Contractor Registry (HUD)

C. National and local minority business directories (MBOCs and Affiliates)

D. A set of 25 different industry business profiles (EDA)

E. Case studies of successful and unsuccessful minority businessmen (15 of each) and an analysis of each (HEW)

F. Office of Minority Business Enterprise Funded Organizations - 1972

*NOTE: These publications can be obtained from the following address:

OMBE
Information Data Center
Department of Commerce
Washington, D.C. 20037

OMBE AFFILIATE ORGANIZATIONS

ALBUQUERQUE

NEDA
1801 Lomas, N. W.
Albuquerque, N. M. 87104
505/843-2386
Victor M. Casaus, Regional Vice President

ATLANTA

Atlanta Business League (NBL)
329 Walker Street, S. W.
Atlanta, Georgia 30314
404/524-5449
Franklin F. O'Neal, Executive Director

Wendell White (OMBE Rep)
404/526-6304

BALTIMORE

Morgan State College Minority Business Enterprise Project
2108 N. Charles Street
Baltimore, Maryland 21218
301/685-0610
Ralph J. Ross, Executive Director

BOSTON

The Roxbury Small Business Development Center
126 Warren Street
Roxbury, Massachusetts 02119
Bernard Wiley - Acting Executive Director
617/427-6333

Frank Bispham (OMBE Rep)
617/223-2381

CHICAGO

Chicago Economic Development Corporation (CEDC)
162 North State Street, Suite 600
Chicago, Illinois 60601
312/368-0011
Garland Guice, Executive Director

NEDA
537 South Dearbourne
Chicago, Illinois 60605
312/939-2607
Gilbert M. Vega, Regional Vice President

CINCINNATI

Determined Young Men
3880 Reading Road
Cincinnati, Ohio 45229
513/221-0180
Merven Stenson, Executive Director

CLEVELAND

Greater Cleveland Growth Corporation
690 Union Commerce Building
Cleveland, Ohio 44115
216/241-4313
Melvin Roebuck, Executive Director

Minority Economic Developers Council (MEDCO)
10518 Superior Avenue
Cleveland, Ohio 44106
Armond L. Robinson, Adm.

OMBE AFFILIATE ORGANIZATIONS (cont'd)

DALLAS

Dallas Alliance for Minority Enterprise (DAME)
7200 North Stemmons Freeway
Suite 1006, UCC Tower
Dallas, Texas 75222
214/637-5170
Walter Durham, Executive Director

DENVER

Colorado Economic Development Association (CEDA)
1721 Lawrence Street
Denver, Colorado 80202
303/255-0421
Edward Lucero, Executive Director

DETROIT

Inner City Business Improvement Forum (ICBIF)
6072 - 14th Street
Detroit, Michigan 48208
313/361-5150
Walter McMurtry, President

EL PASO

NEDA
First National Building
Suite 10B
109 North Oregon Street
El Paso, Texas 79901
915/533-7423
Jose Manuel Villalobos, Regional Vice President

INDIANAPOLIS

Indianapolis Urban League
445 North Pennsylvania Street
Indianapolis, Indiana 46204
317-639-5391 or 253-5418
Sam Jones, Executive Director

KANSAS CITY

Black Economic Union (BEU)
2502 Prospect
Kansas City, Missouri 64127
816/924-6181
Curtis McClinton, President

NEDA
703 North 8th Street
Kansas City, Kansas 66100
913/342-6663
Richardo Villalobos, Regional Vice President

LOS ANGELES

South Central Improvement Action Committee (IMPAC)
8557 South Broadway
Los Angeles, California 90003
213/751-1155
Louis Wilson, Director

The East Los Angeles Community Union (TELACU)
1330 South Atlantic Boulevard
Los Angeles, California 90022
213/268-6745
Claude Martinez, Director of Development

NEDA
5218 East Beverly Boulevard
Los Angeles, California 90022
213/724-6484
Silvestre Gonzales, Regional Vice President

Jack Wilburn, Coordinator
213/824-7691

Powell McDaniel (OMBE Rep)
213/824-7715

Joseph Luna (OMBE Rep)
213/824-7715

OMBE AFFILIATE ORGANIZATIONS (cont'd)

MEMPHIS

Memphis Business League (NBL)
384 E. H. Crump Boulevard
Memphis, Tennessee 39126
901/574-3213
Leonard J. Small, Sr., Project Director

Harold Jones (OMBE Rep)
901/534-3216

MIAMI

NEDA
8551 Coral Way
Suite 307
Miami, Florida 33155
305/221-5531
Dr. Antonio Machado, Regional Vice President

NEWARK

MEDIC Enterprises, Inc.
287 Washington Street
Newark, New Jersey 07102
201/642-8054

NEW HAVEN

Greater New Haven Business and
Professional Men's Association
226 Dixwell Avenue
New Haven, Connecticut 06511

Gerald S. Clark, Executive Director
203/562-3819

NEW YORK

Puerto Rican Forum, Inc.
156 Fifth Avenue
New York, New York 10010
212/691-4150
Hector I. Vasquez, Executive Director

NEW YORK (cont'd)

Capital Formation, Inc.
215 W. 125th Street, Room 313
New York, New York 10027
Hirom C. Cintron, Dir. Harlem Office
212/222-9650

Brooklyn Local Economic Development
Corporation (BLEDCO)
1519 Fulton Street
Brooklyn, New York 11216
212/493-1663
Preston Lambert, Executive Director

NEDA
19 West 44th Street
Room 407
New York, New York 10036
212/687-1128
David J. Burgos, Regional Vice President

PHILADELPHIA

Entrepreneurial Development Training Center
1501 North Broad Street
Philadelphia, Pennsylvania
215/763-3300
Alphonso Jackson, Director

PHOENIX

NEDA
Amerco Towers
2721 North Central
Suite 727 South
Phoenix, Arizona 85004
602/263-8070
Joseph Sotelo, Regional Vice President

PITTSBURGH

Business & Job Development
Corporation (BJDC)
7800 Susquehanna Street
Pittsburgh, Pennsylvania
412/243-5600
Forrest L. Parr, President

Marian Diggs (OMBE Rep)
412/644-5529

RICHMOND

National Business League
700 North Second Street
Richmond, Virginia 23219
703/649-7473
Allen Roots, Acting Project Director

SAN ANTONIO

NEDA
1222 North Main Street
Kallison Tower, Room 422
San Antonio, Texas 78233
512/224-1618
Cipriano F. Guerra, Jr.
Regional Vice President

Jesse Rios (OMBE Rep)
512/225-5511

SAN FRANCISCO

Plan of Action for Challenging
Times (PACT)
635 Divisadero Street
San Francisco, California 94117
415/922-7150
Everett Brandon, President

SEATTLE

United Inner City Development Foundation
1106 East Spring St. - Xavier Hall
Seattle, Washington 98122
206/626-5440
Wilson Gulley, Executive Director

WASHINGTON, D. C.

Mayor's Economic Development
Committee (MEDCO)
1717 Massachusetts Ave., N. W., Room 704
Washington, D. C. 20036
202/667-6480
Michael D. Wallach, Director,
Business Assistance Center

Curley King (OMBE Rep)
202/967-5051

Howard University's Small Business
Guidance & Development Center
Post Office Box 553
Washington, D. C. 20001
202/636-7447
Dr. Wilford White, Director

LICENSED MESBICs (As of December 31, 1971)

Date Licensed			Present Capitalization
8/13/68	1.	Arcata Investment Company 2750 Sand Hill Road Menlo Park, California 94025 415/854-5222 Contact: Miss Laurie Himmelman	$300,000
9/2/69	2.	Pioneer Capital Corporation 1440 Broadway - Room 1967 New York, New York 10018 212/594-4860 Contact: William Bergesch, President	$250,000
12/16/69	3.	Palo Alto Capital Company Post Office Box 11066 Palo Alto, California 94306 415/321-2762 Contact: Carl Larson, Jr., President	$150,150
2/26/70	4.	MESBIC Financial Corporation of Dallas UCC Tower - Suite 1008 One Brookhollow Plaza 7200 N. Stemmons Freeway Dallas, Texas 75247 214/637-0445 Contact: Walter Durham	$256,700
3/10/70	5.	Prudential Minority Enterprises, Inc. 22 Plaza Building Newark, New Jersey 07101 201/336-5425 Contact: Stephen Tuttle	$228,000

Date Licensed			Pr nt capitalization
3/19/70	6.	City of Commerce Investment Company 1117B South Goodrich Boulevard Los Angeles, California 90022 213/724-6141 Contact: Manuel Aragon, Director	$200,000
4/13/70	7.	Motor Enterprises, Inc. General Motors Building 3044 Grand Boulevard West Detroit, Michigan 48202 313/556-4273 Contact: Herbert Lorenz, Administrator	$500,000
4/20/70	8.	Hartford Community Capital Corp. 70 Farmington Avenue Hartford, Connecticut 06105 203/547-2684 Contact: Errol Alexander	$300,100
5/26/70	9.	Baltimore Community Investment Company 1102 Mondawmin Concourse Baltimore, Maryland 21215 301/669-2863 Contact: Mr. Richard Cummings, Controller	$152,300
6/12/70	10.	Phillips Industrial Finance Corp. Phillips Building Bartlesville, Oklahoma 74003 918/336-6600 Contact: Melvin Franklin	$150,000
6/18/70	11.	Provident Enterprises Corporation 81 Encina Avenue Palo Alto, California 94301 415/329-9200 Contact: Walter Scott McGilvrary, III, Vice President	$345,500

Date Licensed			Present Capitalization
6/29/70	12.	Pioneer Enterprises, Inc. 11255 Olympic Boulevard Los Angeles, California 90064 213/479-4374 Contact: Douglas Forward, Manager	$200,000
7/2/70	13.	Minority Assistance Corporation 40 West 40th Street New York, New York 10018 212/484-5157 Contact: Marcia Fava, Manager and Director	$250,000
7/14/70	14.	Forsyth County Investment Corporation Suite 305, Pepper Building Winston-Salem, North Carolina 27101 919/724-3676 Contact: James F. Hansley, Executive Director	$207,423
7/16/70	15.	Broad Arrow Investment Corporation Route 5S, Ft. Hunter Road P. O. Box 151 Amsterdam, New York 12010 518/843-3900 Contact: Roger B. Knowles	$153,200
7/28/70	16.	Rutgers Minority Investment Company 18 Washington Place Newark, New Jersey 07102 201/648-5287 Contact: Louis T. German, President	$245,000
9/24/70	17.	Equal Opportunity Finance, Inc. 1202 South Third Street Louisville, Kentucky 40203 502/635-6321 Contact: Frank Justice, Jr.	$150,000

Date Licensed			Present Capitalization
10/16/70	18.	Vanguard Capital Corporation 222 West Chester Avenue White Plains, New York 10604 914/694-4251 Contact: Frederick W. Jackson, President and Director	$150,000
10/23/70	19.	REC Business Opportunities Corporation 316 Fifth Street Racine, Wisconsin 53402 414/637-8893 Contact: George R. Stinson, Vice President Operations and General Manager	$151,000
11/13/70	20.	Business Ventures, Inc. 152 Temple Street New Haven, Connecticut 06506 203/787-6735 Contact: Gerald S. Clark, General Manager	$150,000
11/13/70	21.	MESBIC of Washington 3300 Rainier Avenue, South Seattle, Washington 98144 206/723-0555 Contact: James E. Stone, Manager	$245,000
12/22/70	22.	Amoco Venture Capital Company 910 South Michigan Avenue Room 1766-A Chicago, Illinois 60605 312/856-6523 Contact: Robert H. Anderson Vice President and General Manager	$150,000

Date Licensed			Present Capitalization
1/13/71	23.	Combined Opportunities, Inc. 5050 North Broadway Chicago, Illinois 60650 312/275-3871 Contact: Neil R. Cossman General Manager Edmunt G. Tabst, President	$150,000
2/19/71	24.	Progress Venture Capital Corporation 100 West Coulter Street Philadelphia, Pennsylvania 19144 215/849-2200 Contact: William Campbell, General Manager	$300,000
3/4/71	25.	North American MESBIC, Inc. 114 State Street Boston, Massachusetts 02109 617/523-8024 Contact: James D. Peters President and Director	$152,500
3/10/71	26.	The Urban Fund, Inc. 1525 East 53rd Street Chicago, Illinois 60615 Contact: Peter H. Ross, President	$325,000
3/22/71	27.	Pooled Resources Investing in Minority Enterprises, Inc. (PRIME, Inc.) 2990 West Grand Boulevard, Room M-15 Detroit, Michigan 48202 313/872-2212 Contact: James Hill President and General Manager	$504,000
4/18/71	28.	The Circle K Investment Corporation 900 Magoffin Avenue El Paso, Texas 79901 915/532-4971 Contact: Fred Hervey, President, General Manager and Director	$200,000

Date Licensed			Present Capitalization
4/20/71	29.	BanCap Corporation 420 Lexington Avenue New York, New York 10017 212/684-6460 Contact: William L. Whitely	$1,000,000
5/7/71	30.	The Equitable Life Community Enterprise, Inc. 1285 Avenue of the Americas New York, New York 10019 212/554-4978 Contact: Alfred R. Plager, President Frank Savage, Manager	$450,000
5/17/71	31.	Minority Equity Capital Company, Inc. 470 Park Avenue New York, New York 10016 212/889-0880 Contact: Patrick Burns, General Manager	$950,000
6/4/71	32.	Minority Investments, Inc. 1200 U Street, S. E. Washington, D. C. 20020 202/833-8380 Contact: James A. Jordan, President	$195,000
6/18/71	33.	Alyeska Investment Company 2805 Denali Street Anchorage, Alaska 99503 907/279-9584 Contact: A. F. Morel, President	$1,000,000
8/10/71	34.	Greater Springfield Investment Corporation 134 Chestnut Street Springfield, Massachusetts 01109 413/734-5671 Contact: William Matthews, Manager	$181,000

Date Licensed			Present Capitalization
8/18/71	35.	Model Capital Corporation 1106 East Spring Street Seattle, Washington 98122 206/626-5440 Contact: Andrew L. Branch, President	$150,000
9/15/71	36.	Indianapolis Business Investment Corp. 1241 North Pennsylvania Street Indianapolis, Indiana 46020 317/639-9413 Contact: Aubrey Lowe, President	$200,000
9/23/71	37.	Opportunity Capital Corporation, California 101 Howard Street San Francisco, California 94105 415/781-5560 Contact: Charles Stanley, President	$670,000
9/23/71	38.	Capital Formation MESBIC, Inc. 5 Beekman Street New York, New York 10038 212/222-9650 Contact: Hiram C. Cintron, Executive Director	$153,000
10/8/71	39.	Southern California Minority Capital Corp. 2651 South Western Avenue Los Angeles, California 90018 213/731-8211 Contact: Clarence D. Smith, Executive Vice President and General Manager	$500,000
10/15/71	40.	ECCO MESBIC, Inc. 32 Broad Street Sparta, Georgia 31087 404/444-5269 Contact: John L. McCown President	$150,000

Date Licensed			Present Capitalization
10/20/71	41.	Alliance Enterprise Corporation 1616 Walnut Street, Suite 802 Philadelphia, Pennsylvania 19103 215/985-1636 Contact: Kenneth D. Hill	$150,000
11/15/71	42.	Coalition Small Business Investment Corp. 131 East 23rd Street New York, New York 10010 212/533-1900 Contact: Eugene S. Callendar President and General Manager	$150,000
12/9/71	43.	LaRaza Investment Corporation 132 South Central Avenue Suite C Phoenix, Arizona 85004 602/252-7402 Contact: Henry Santiestevan, President	$210,000
		Total Capitalization	$12,624,873

PUBLICATIONS PREPARED

for

MINORITY BUSINESS ENTERPRISE

1. Census of Minority-Owned Businesses: 1969
2. Special Catalog of Federal Programs Assisting Minority Enterprise (1st and 2nd editions)
3. Franchise Company Data Book
4. National Roster of Minority Professional Consulting Firms
5. Directory of Private Programs Assisting Minority Business (1st and 2nd editions)
6. Minority Enterprise and Expanded Ownership: Blueprint for the 70s
7. Building Minority Enterprise
8. Glossary of Economic Development and Business Development Terms
9. Higher Education Aid for Minority Business
10. Local Economic Development Corporation Manual (EDA)
11. Minority Construction Contractor Registry (HUD)
12. National and local minority business directories (MBOCs and Affiliates)
13. A set of 25 different industry business profiles (EDA)
14. Case studies of successful and unsuccessful minority businessmen (15 of each) and an analysis of each (HEW)

I. INTER-AGENCY COMMITTEE ON MINORITY BUSINESS ENTERPRISE

Chairman: Under Secretary James T. Lynn

Purpose:

1) To act as a central point for emphasizing Administration's policy on minority business enterprise.

2) To function as a sounding board for discussing policy alternatives.

3) To provide a source of key individual contacts within each agency to promote minority enterprise.

4) To become a forum for the establishment of substantive task forces which address themselves to specific issues.

Under the auspices of the Inter-Agency Committee, functional areas have been identified and task forces set up to deal with the issues and problems confronting the minority enterprise effort. The task forces are as follows:

A. Task Force on Minority Business Construction Contracting

Chairman: Honorable Samuel Simmons
Assistant Secretary for Equal Opportunity
Housing and Urban Development

Purpose:

1) To examine, explore and analyze the public and private construction environment.

2) To make recommendations on how to increase the number of minority construction contractors and their share of the market.

3) To submit to the Inter-Agency Committee a proposed national program on minority construction contracting.

B. Task Force on Minority Business Concessions

Chairman: Arthur F. Sampson, Commissioner
Public Buildings Service
General Services Administration

Purpose: To expand the number of minority entrepreneurs who lease business concessions on U.S. Government facilities and in U.S. Government buildings.

C. Task Force on Education and Training for Minority Business Enterprise

Chairman: Dr. Robert M. Worthington
Mr. Saul Hoch

Purpose:

1) To develop a substantive and comprehensive education and training response to meet the needs of the actual and potential entrepreneur.

2) To provide the means for identifying and responding to emerging educational and training priorities of minority entrepreneurs.

D. Task Force on Procurement for Minority Businessmen

Chairman: Robert L. Kunzig, Administrator
General Services Administration

Purpose:

1) Determine the extent of participation by minority businessmen in Federal procurement as prime and subcontractors.

2) Determine potential Federal procurement opportunities presently available to minority business through such procurement techniques as the SBA Section 8(a) special set-aside program.

3) Determine the effectiveness of these procurement techniques, critical issues, and alternative methods to increase the actual and potential business opportunities for minority businessmen.

4) Act as action arm to implement Presidential Memorandum on Procurement (December 5, 1969).

E. Task Force on Assistance Grants

Chairman: Dwight Ink
Executive Office of the President
Office of Management and Budget

Purpose:

1) To inventory the grants made by Federal agencies to local community organizations and others involved in minority business enterprise development and management assistance.

2) To make an evaluation of recipient institutions on a sample basis.

3) To develop a Washington and field coordination mechanism and eligibility criteria for use by departments and agencies that fund

or could fund management assistance technical manpower, and educational assistance grants to community business development organizations.

F. Capital Development Task Force

Chairman: Under Secretary Charles E. Walker
Department of Treasury

Purpose:

1) Determine, evaluate, and estimate the impact of current Federal programs in loans, guarantees and other vehicles providing capital to minority business enterprise.

2) Relate this capability to the present and forecasted capital needs of minority business.

3) Consider the possible impact of new approaches at the Federal, State and private levels (such as Federal bank deposits, private pool arrangements, credit management, and the role of the minority financial institution) to stimulate the availability of public and private capital for minority business enterprise.

4) Define alternative public and private sector programs to increase the availability of capital, indicating the amount and type of capital which might result from each alternative.

5) Recommend a capital program for minority business enterprise which indicates the amount and type of capital which can be developed through public and private activity to meet the present and potential need of minority business.

G. Subcommittee on Data of the Inter-Agency Committee on Minority Enterprise

Chairman: B. William Rock, Chief
Information Center
Office of Minority Business Enterprise

Purpose: To collect data from Federal agencies relating to loans, grants, and procurements; to analyze such data and prepare reports for the Inter-Agency Committee which can be used for evaluation and redirection of programs as necessary.

SMALL BUSINESS ADMINISTRATION REGIONAL OFFICES

REGION I

REGIONAL OFFICE

John Fitzgerald Kennedy
Federal Building
Government Center
Boston, Massachusetts 02203

Minority Enterprise Representative 617-223+ Ext. 7761

Region II

REGIONAL OFFICE

226 Federal Plaza, Room 3930
New York, New York 10007

Minority Enterprise Representative 212-264+ Ext, 0649

REGION III

REGIONAL OFFICE

1 Decker Square - East Lobby,
Suite 400
Bala Cynwyd, Pennsylvania 19004

Minority Enterprise Representative 215-597+Ext. 2705

REGION IV

REGIONAL OFFICE

1401 Peachtree Street, N.E.
Atlanta, Georgia 30309

Minority Enterprise Representative 404-522+Ext. 1553

REGION V

REGIONAL OFFICE

219 South Dearborn Street
Chicago, Illinois 60604

Minority Enterprise Representative 312-353+Ext. 4557

REGION VI

REGIONAL OFFICE

1100 Commerce Street
Dallas, Texas 75202

Minority Enterprise Representative 214-749+Ext. 1261

REGION VII

REGIONAL OFFICE

911 Walnut Street
Kansas City, Missouri 64106

Minority Enterprise Representative 816-374+Ext. 2236

REGION VIII

REGIONAL OFFICE

721 - 19th Street, Room 426A
Denver, Colorado 80202

Minority Enterprise Representative 303-837+Ext. 3579

REGION IX

REGIONAL OFFICE

450 Golden Gate Avenue, Box 36044
San Francisco, California 94102

Minority Enterprise Representative 415-556+Ext. 8510

REGION X

REGIONAL OFFICE

5th Floor - Dexter - Horton Bldg.
710 Second Avenue
Seattle, Washington 98104

Minority Enterprise Representative 206-442+Ext. 5534

INVENTORY OF FEDERALLY-FUNDED LOCAL ORGANIZATIONS

CITY	ORGANIZATION
Akron, Ohio	Economic Development Corporation - Akron
	Inpost of Akron
Albuquerque, New Mexico	CAMBIO (Corporation for Action for Minority Business Industrial Opportunity)
	Home Education Livelihood Program
Anchorage, Alaska	Alaska Village Electric Cooperative
	Community Enterprise Development Corp.
Atlanta, Georgia	Atlanta Business League (NBL)
	Federation of Southern Cooperatives
	Georgia Council on Human Relations
	Omnibus Management Corporation
	Urban East Consultants
Auburn, Alabama	Auburn University
Austin, Texas	Legislation Resources
Bad River, Wisconsin	Bad River Indian Reservation
Baltimore, Maryland	Baltimore Association of Organized Contractors
	Businessmen's League of Baltimore

CITY	ORGANIZATION
Baltimore, Maryland (Cont'd)	Mayor and City of Baltimore CAA
	Morgan State College
	National Council for Equal Business Opportunity, Inc.
Berkeley, California	Regents of the University of California
	West Side Planning Group, Inc.
Birmingham, Alabama	Jefferson State Jr. College
Boston, Massachusetts *(Also see Roxbury)*	ABCD (Action for Boston Community Development)
	Circle Associates
	Contractor's Association of Boston
Brooklyn, New York	Bedford-Stuyvesant Restoration and D & S Corporation
	Brooklyn Local Economic Development Corporation
Buffalo, New York	Black Development Foundation
	Community Action Organization of Erie County
Butte, Montana	Butte Local Development Corporation
Cambridge, Massachusetts	Center for Community Economic Development
	Institute for New Enterprise Development
Camden, New Jersey	Black Peoples Unity Movement Economic Development Corporation
Charlotte, North Carolina	Progress Association for Economic Development
Chicago, Illinois	Chicago Economic Development Corp.
	North Lawndale Economic Development Corp.
	Southern Christian Leadership Foundation
	State of Illinois
	Talent Assistance Program

CITY	ORGANIZATION
Cleveland, Ohio	Black Economic Union (BEU)
	City of Cleveland, Mayor's Committee on Community Resources
	Hough Area Development Corporation
	Urban Small Business Consultants
Columbus, Ohio	Columbus Business League
Denver, Colorado	Coalition Ventures, Inc.
	Denver Community Development Corp.
	Reynolds, Merrill, Brunson & Associates
	Rouse, M. V. & Associates, Inc.
Des Moines, Iowa	Accounting Aid Society of Polk City
	Drake University
Detroit, Michigan	Inner City Business Improvement Forum
Durango, California	Uplands, Inc.
East Los Angeles, California	Greater Eastside Builders, Inc.
East St. Louis, Illinois	Ascending Citizens Development Co.
Fresno, California	Fresno West Development Co.
Gallup, New Mexico	Gallup Indian Community City, Inc.
Gary, Indiana	Gary Economic Development Corp.
Hartford, Connecticut	Ebony Business Mens' League, Inc.
	Equity Investment Fund
	Greater Hartford Small Business Development Commission
	Pace Groups, Inc.

CITY	ORGANIZATION
Hoboken, New Jersey	Hoboken Development Corp.
Honolulu, Hawaii	Honolulu Economic Development Corp.
Houston, Texas	City of Houston
	Magnolia Business Center
Indianapolis, Indiana	Indianapolis Business Development Foundation
	Indianapolis Economic Development Corp.
Jenkintown, Pennsylvania	Decision Science Corp.
Kansas City, Missouri	Black Economic Union (BEU)
	Lawrence-Leiter Co.
	University of Missouri
Koror Palau Trust Territories	Palau Community Action Agency, U. S. Trust Territories of the Pacific, Koror Palau
Lawrence, Kansas	University of Kansas
Lewisburg, Tennessee	Tenko Development, Inc.
Lexington, Mississippi	Mileston Cooperative Association
Little Rock, Arkansas	Arkansas Economic Opportunity Office
Los Angeles, California	Business Advisory Services Corp.
	Crenshaw Community Youth Study Association
	Cunningham, Short, Berryman & Associates
	East Los Angeles Community Union
	Green Power Foundation, Inc.
	Los Angeles Association of General, Sub and Speciality Contractors, Inc.

CITY	ORGANIZATION
Los Angeles, California (Cont'd)	Model Neighborhood Economic Development Corporation
	Minority Enterprise Coalition of Los Angeles, Inc. (MECLA)
	National Economic Development Association (NEDA)
	South Central Improvement Action Council (IMPAC)
	Urban Indian Development Association, Inc.
	Watts Manufacturing Company
Memphis, Tennessee	Memphis State University
Minneapolis, Minnesota	Powderhorn Development Corporation
Mound Bayou, Mississippi	Mound Bayou Development Corporation
Nassau County, New York	Economic Opportunity Commission
Nett Lake, Minnesota	Nett Lake Reservation
Newark, Delaware	Delmarva Business Advisory Council
New Bedford, Massachusetts	City of New Bedford
New Haven, Connecticut	Greater New Haven Business and Professional Mens Association, Inc.
New London, Connecticut	New London Economic Development Corp.
Newport Beach, California	Ultrasystems, Inc.
New York, New York	Association of United Contractors of America
	Cambridge Marketing Research
	Capital Formation

CITY	ORGANIZATION
New York, New York (Cont'd)	Concerned Businessmen of Washington Heights, Inc.
	Greater Horizons, Inc.
	Harlem Commonwealth Council
	Mobilization for Youth
	National Urban League
	NEGRO Economic Development Corp.
	Pueblo Co-op, Inc.
	Puerto Rican Forum
	State University of New York
	Zaire Associates, Inc.
Norfolk, Virginia	Tidewater Area Business League
Oakland, California	General and Speciality Contractors Association of Oakland, California
Omaha, Nebraska	Creighton University
Philadelphia, Pennsylvania	Greater Philadelphia Enterprise Corp.
	School District of Philadelphia, Pennsylvania
	Spanish Merchants Association of Philadelphia, Inc.
	Zion Non-Profit Charitable Trust, Inc.
Phoenix, Arizona	Guadalupe Organization, Inc. (GO, Inc.)
	Indian Development District of Arizona
Pittsburgh, Pennsylvania	Business and Job Development Corp.
	United Black Front
Plainfield, New Jersey	Plainfield Builders Association

CITY	ORGANIZATION
Portland, Oregon	MEDIA, Inc.
Prescott, Arizona	Mel Williams Associates
Providence, Rhode Island	Progress Association for Economic Development
Racine, Wisconsin	Southside Revitalization Corp.
Raleigh, North Carolina	Shaw University
Red Lake, Minnesota	Red Lake Reservation
Redwood City, California	Arcata Management, Inc.
Richmond, Virginia	Metropolitan Business League
Roanoke, Virginia	Southwest Virginia Community Development Fund
Rochester, New York	New York State Office for Local Government
	FIGHT, Inc.
	Rochester Business Opportunities Corp.
Rock Island, Illinois	Economic Development Corp. - Rock Island
Roxbury, Massachusetts *(Also see Boston)*	Circle Associates
	Community Development Corp. of Boston
San Antonio, Texas	Mexican-American Unity Council
	Sanyo, Inc.
San Bernardino, California	Operation Second Chance, Inc.
San Francisco, California	PACT Plan of Action Committee
San Jose, California	Economic Progress for All
San Luis, Colorado	Conejos-Costilla Community Action Association
Santa Fe, New Mexico	Eight Northern Pueblos

CITY	ORGANIZATION
Seattle, Washington	Stephen J. Hall & Associates
	United Inner City Development Foundation
Selma, Alabama	Southwest Alabama Farmers Cooperative Assn
South Bronx, New York	Hunt's Point Community Corporation
St. Louis, Missouri	Human Development Corporation
Tacoma, Washington	Tacoma Economic Resources Association
	Tacoma Urban League, Inc.
Texarkana, Arkansas	Chamber of Commerce
Toledo, Ohio	Toledo Council for Business
Topeka, Kansas	Kansas Office of Minority Business Enterprise
Trenton, New Jersey	TRENDCO
Troy, Alabama	Southwest Alabama Community Development Corporation
Truxton Canyon Agency, Arizona	Hulapai Indian Reservation
Tulsa, Oklahoma	Leslie Brooks & Associates
Tuskegee, Alabama	Southeast Alabama Self Help Association
Wagoner, Oklahoma	Northeast Oklahoma CDC
Walterboro, South Carolina	Berkeley, Colleton, Dorchester Counties EDC
Washington	Lumni Indian Business Council
Washington, D. C.	Anacostia Economic Development Corp.
	Checchi & Company
	Chesapeake Foundation
	D. C. Economic Development Corp.

CITY	ORGANIZATION
Washington, D. C. (Cont'd)	Georgetown University
	Howard University
	National Business League
	National Insurance Association
	National Minority Contractors Institute
	Nellum, A. L. & Associates, Inc.
	One America, Inc.
	Peoples Involvement Corporation
	Qunnault Tribal Council
	Qunnault Indian Reservation
	Sabre Foundation, Inc.
Waterbury, Connecticut	Mattatuck Community College
	Waterbury Economic Enterprises
West Point, Mississippi	Mary Holmes College
Window Rock, Arizona	Navajo Tribal Council
Winston-Salem, North Carolina	Forsyth County Economic Development Corp.
Youngstown, Ohio	Youngstown Area Development Corp.
Ypsilanti, Michigan	Eastern Michigan University

USDA - SBA 8(a) CONTRACTS AWARDED IN FY 1972

Agency	Type of Activity	Location	Ethnic Group	Contract Amt.
FS	Roadway Construction	Suring, Wis.	American Indian	$ 206,000
FS	Dwelling Construction	Montgomery, Ala.	Negro	18,000
SCS	Map Preparation	Wash., D.C.	Negro	5,500
FS	Kitchen Remodeling	Crandon, Wis.	White	49,000
FS	Engineering Report	Kirkland, Wash.	American Indian	9,800
FS	Electrical Repair	Portland, Oregon	Negro	7,800
FS	Tree Planting	Albuquerque, N.M.	American Indian	162,000
AMS	Design Computer	Wash., D.C.	Negro	280,000
FS	Site Preparation	Idelwild, Mich.	Negro	8,400
FS	Tree Thinning	Visalia, Calif.	Spanish Surname	67,000
FS	Tree Planting	Visalia, Calif.	Spanish Surname	38,000
FS	Tree Planting	Visalia, Calif.	Spanish Surname	27,000
FS	Tree Thinning	Visalia, Calif.	Spanish Surname	6,300
FS	Redwood Signs	Ojo Caliente, N.M.	American Indian	50,000
FS	Plumbing & Electrical	Portland, Oregon	Negro	7,200
ASCS	Manufacturing Macaroni	Los Angeles, Calif.	Negro	658,000
AMS	Keypunch Services	Wash., D.C.	Negro	181,000
F&NS	Keypunch Services	Wash., D.C.	Negro	240,000
ARS	Grounds Keeping	Macon, Ga.	Negro	5,200
ARS	Janitorial Services	Macon, Ga.	Negro	5,200
FS	Janitorial Services	Macon, Ga.	Negro	12,000
ARS	Janitorial Services	Gainesville, Fla.	Negro	18,000
FS	Film Service	Milwaukee, Wis.	Negro	23,400
FS	Roadway Construction	Suring, Wis.	American Indian	100,000

Agency	Type of Activity	Location	Ethnic Group	Contract Amt.
FS	Roadway Construction	Suring, Wis.	American Indian	$ 39,000
FS	Construct Residence	Portland, Oregon	Negro	23,000
FS	Tree Thinning	Kyle, S.D.	American Indian	4,500
FS	Tree Thinning	Kyle, S.D.	American Indian	4,000
FS	Timber Stand Improvement	Baker, Oregon	Spanish Surname	67,000
FS	Janitorial Services	Abbeville, Miss.	Negro	4,800
FS	Cattleguard Installation	Las Cruces, N.M.	Spanish Surname	8,000
FS	Electrical Installation	Rapid City, S.D.	American Indian	10,000
FS	Construct Residence	Santa Fe, N.M.	Spanish Surname	26,000
		FY 72 TOTAL		$2,371,000

FACT SHEET

SMALL BUSINESS ADMINISTRATION • WASHINGTON, D.C. 20416

SURETY BOND GUARANTEES

WHO CAN BENEFIT?

Any small business that is required to have a bid, performance, or payment bond in order to obtain a contract--including but not limited to firms in construction, repair, maintenance, service, supply and janitorial work.

DEFINITION OF SMALL BUSINESS:

A construction firm is considered small if its annual gross volume does not exceed $750,000 for the past fiscal year, or if its average annual gross volume for the past three years does not exceed this amount. Sales of affiliates must be included. Other industry size standards will be in accordance with published regulations.

TYPES OF BONDS COVERED:

Any bid, payment or performance bond issued by a surety company included on the Treasury Department's list of approved sureties.

CONTRACT SIZE LIMITATION:

Contracts of $500,000 or less are eligible for SBA's bond guarantee. However, if a job has been put out to bid in components (example: site and foundation is one bid; building construction is another) and each does not exceed $500,000, each separate contract can be guaranteed. There is no limit to the number of bonds that can be guaranteed for any one contractor.

WHAT DOES SBA GUARANTEE:

SBA can guarantee up to 90 percent of the loss on a bond.

HOW TO APPLY:

SBA is not altering in any way the type or amount of information the insurance company needs to make a bonding decision. The contractor must apply for a bond with the insurance agent or broker of his choice, furnishing him with all the financial data, work history, and other information the insurance company requires.

The small business must provide the agent or broker three completed copies of Surety Bond Guarantee Application (SBA Form 994) which he obtains from SBA. He must also provide a set of Statement of Personal History (Form 912) for each principal in his company. This is required only for the first filing. The forms are available from SBA.

On his first filing the small business must give the insurance agent or broker a $5 check payable to SBA. This is an annual filing fee, good for one year.

No refiling of Forms 912 will be required unless there is a change in ownership of the company (new partner, stockholder, officer, owner, etc.).

WHAT THE AGENT DOES:

Sends the original of SBA Form 994, Forms 912 and the $5 annual filing fee to the Community Economic Development Division (CED) in the appropriate SBA Regional Office.

Sends a copy of SBA Form 994 to the local (District or Branch) SBA office.

Sends the insurance company a copy of SBA Form 994 and all the data required for its underwriting purposes.

WHAT THE SURETY COMPANY DOES:

Processes the application and decides (1) to make the bond itself; (2) to make the bond only if SBA guarantees; or (3) to decline the bond even with SBA's guarantee. If the surety determines SBA guarantee is necessary, it will send a letter with supporting data to the appropriate SBA regional office requesting guarantee. SBA Form 990, Guarantee Agreement, in duplicate, must accompany request.

WHAT SBA DOES:

Makes its own underwriting review and, if favorable, completes the guarantee agreement and returns it to the insurance company.

WHAT DOES THIS COST?

1. For all applicants, $5.00 annual filing fee.

2. When the bond is issued, the businessman must pay SBA two-tenths of one percent ($2 per thousand dollars) of the contract's face value (note: contract, not bond amount), up to a maximum of $500. The check, payable to SBA, is given to the insurance agent or broker who in turn forwards it to the appropriate SBA regional office, Attn: CED Division.

3. When the bond is issued, the businessman must pay the surety company's bonding fee. The surety company in turn will pay SBA a guarantee fee.

HELP SBA WILL PROVIDE?

Counseling, if needed to help the small businessman compile the necessary data needed by the insurance company. SBA will also provide its Operating Procedures Sheet (SBA Form 994A) giving the address of the appropriate SBA Regional Office, and a suggested list of data that the applicant should furnish to the insurance agent or broker. This list will assist applicants who have never before sought a bond, and will also be useful to SBA in providing needed counseling.

September 1971

Title 41—PUBLIC CONTRACTS AND PROPERTY MANAGEMENT

Chapter 1—Federal Procurement Regulations

PART 1–1—GENERAL

Contracts With the Small Business Administration

This amendment to the Federal Procurement Regulations establishes new § 1–1.713, Contracts with the Small Business Administration, which prescribes policies and procedures on the award of procurement contracts to the Small Business Administration (SBA) for further award of subcontracts to eligible concerns under section 8(a) of the Small Business Act (15 U.S.C. 637(a)).

The table of contents for Part 1–1 is changed to add new entries, as follows:

Subpart 1–1.7—Small Business Concerns

1. Section 1–1.705–7 is revised to include a cross-reference to new § 1–1.713. As revised, the section reads as follows:

§ 1–1.705–7 Performance of contract by SBA.

In accordance with the Small Business Act (15 U.S.C. 637(a)), in any case in which the Administrator of SBA certifies to the head of the procuring agency concerned that SBA is competent to perform any specific contract, the contracting officer is authorized, in his discretion, to award the contract to SBA upon such terms and conditions, consistent with applicable procurement regulations as may be agreed upon between SBA and the contracting officer. The policies and procedures governing the award of such contracts are set forth in § 1–1.713.

2. Section 1–1.713 is added to prescribe policies and procedures for the award of contracts to the SBA for further award of subcontracts to eligible concerns under section 8(a) of the Small Business Act (15 U.S.C. 637(a)). The new section reads as follows:

§ 1–1.713 Contracts with the Small Business Administration.

§ 1–1.713–1 Authority.

In any case in which the Small Business Administration certifies to a procuring agency that SBA is competent to perform any specific contract, the contracting officer is authorized, in his discretion, to award the contract to SBA pursuant to section 8(a) of the Small Business Act (15 U.S.C. 637(a)) and this section and upon such terms and conditions consistent therewith as may be agreed upon between the SBA and the procuring agency. This authorization applies to all types of procurement contracts for personal property and nonpersonal services (including construction and research and development).

§ 1–1.713–2 Policy.

(a) It is the policy of the Government to increase the participation of small business concerns in Government procurement by awarding procurement contracts to the Small Business Administration as authorized by section 8(a) of the Small Business Act for award of subcontracts by SBA to eligible concerns.

(b) In requesting a contract from a procuring agency for the purpose of assisting an eligible concern, the SBA will provide detailed purchase descriptions, Federal stock numbers, and other pertinent information to the fullest extent possible. However, authorized representatives of the procuring agency shall cooperate with and assist SBA representatives, as needed, in developing identifying information for the requirements being sought from the procuring agency. When practicable and feasible, the procuring agency representatives shall arrange for such additional assistance as may be required from agency procurement, technical, and supply management officials. The SBA will provide its best estimates of current and future procurement requirements so as to enable the procuring agency to evaluate its ability to render future assistance. For construction, the SBA will identify the category or categories of work, the extent of work needed, and location restrictions, if any.

(c) In addition to giving consideration to requests for procurement commitments received from the SBA, each procuring agency should also review other proposed procurements estimated to exceed $2,500 for the purpose of identifying other requirements which may be awarded to the SBA. The procuring agency should promptly notify the SBA of any such proposed procurements which are available for award to SBA under section 8(a). In connection with

all proposed procurements which may become involved in an award to SBA, the procuring agency should furnish all available information concerning the work including, where applicable but not limited to, quantities, required delivery schedules or time for performance, location, drawings and specifications, if any, and current detailed Government estimates, where readily available, including quantities and unit costs; labor costs, identified where possible with specific items of materials to be placed or operations to be performed; facilities and equipment required, including rental, hours, and rates; workmen's compensation and public liability insurance; overhead, general and administrative, and profit; employment taxes under FICA and FUTA; bonds; and any other readily available information which will help SBA to determine whether it will submit a request to the procuring agency for a procurement commitment.

(d) When requested by the SBA, the contracting officer of the procuring agency and his authorized representatives shall render all possible assistance to the SBA relative to its negotiations with eligible concerns regarding the possible award of section 8(a) subcontracts. At the SBA's request, the contracting officer of the procuring agency or his authorized representatives may conduct the negotiations with eligible concerns, but any agreements which may be reached as the result of such negotiations must be approved by an authorized representative of the SBA.

(e) Generally, section 8(a) contracts between a procuring agency and the SBA will not be considered for specific items or work after such items or work have been synopsized in the Commerce Business Daily or publicized to or solicited from industry.

§ 1–1.713–3 Procurement of supplies, services, and research and development.

(a) *Factors to be considered.* When a procuring agency receives a request from SBA which involves the procurement of supplies, services, or research and development, consideration shall be given to:

(1) Estimated total requirements of the identified items planned for procurement in the current fiscal year and, to the extent possible, future fiscal years;

(2) Required monthly rates of production and delivery or performance;

(3) Items of work of similar complexity and nature if there are no known requirements for the specifically identified items;

(4) Impact if the items or work are urgent or if slippage in performance or delivery occurs; and

(5) Any other information concerning the items or work of the prospective subcontractor which is pertinent to the requested commitments, including the price range in previous or current procurements.

(b) *Cost or pricing data.* When required by § 1–3.807–3, the SBA shall secure from its prospective subcontractor cost or pricing data, together with any necessary supporting certificate.

(c) *Notification.* After completing its review of the SBA's request for a commitment, the procuring agency will notify the SBA of the extent to which a section 8(a) contract will be placed with the SBA and the time frames within which the prime and subcontract actions have to be completed in order to satisfy the procuring agency's program responsibilities. This notification represents a firm commitment by the procuring agency to award a contract to SBA under terms and conditions which are agreeable to both agencies, provided that there is no material change in requirements, availability of funds, or other pertinent factors. In the notification to the SBA, the procuring agency may also fix a time limit (generally not less than 30 workdays after receipt of the notification) within which the SBA must establish contact with the designated procuring activity of the procuring agency and initiate negotiation of the section 8(a) contract. If negotiations are not completed within the time frame established by the procuring agency, the agency may notify SBA that it intends to proceed with the procurement without futher regard for the section 8(a) procedures, unless additional time is requested by SBA and such additional time is granted by the procuring agency after giving due regard to the urgency of the proposed procurement.

(d) *Provisions of contracts with SBA.* After the SBA has completed its negotiations with an eligible concern pursuant to the procurement commitment made by the procuring agency, and after the SBA and the procuring agency have

reached an agreement concerning the terms and conditions (including price) to be included in the contract to be awarded by the procuring agency to the SBA and have also mutually agreed upon the terms and conditions (including price) to be included in the subcontract to be awarded by the SBA to a small business concern, the procuring agency shall prepare two sets of contract documents as follows:

(1) Standard Form 26, Award/Contract, and Standard Form 36, Continuation Sheet, shall be prepared for execution by the SBA and the procuring agency. Authority for negotiation of the contract shall be cited as 41 U.S.C. 252 (c)(15) and 15 U.S.C. 637(a). The contract shall be prepared in the same detail as would be required for an award to a private business. It should be recognized, however, that the contract is to be executed by the SBA and the procuring agency. No requirement for the SBA to furnish payment or performance bonds shall be included in the contract. In addition to the terms and conditions which have been mutually agreed upon by the SBA and the procuring agency, Standard Form 32, General Provisions, appropriate procuring agency forms, and other appropriate provisions shall be incorporated in the contract. Unless otherwise agreed upon between the SBA and the procuring agency, the following clause (or a clause similar thereto) also shall be incorporated in the contract:

SPECIAL 8(a) CONTRACT CONDITIONS

The Small Business Administration (SBA) agrees as follows:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) SBA hereby delegates to the (insert name of procuring agency) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract: *Provided, however,* That the (insert name of procuring agency) shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) Payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the (insert name of procuring agency).

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract, which clause shall be identical with that set out in Article 12 of Standard Form 32. It is further understood and agreed that the subcontract to be executed between the SBA and SBA's subcontractor shall also include a clause as follows:

For the purpose of this subcontract, the reference to the "Secretary or his duly authorized representative" in the "Disputes" clause of this subcontract (Article 12 of Standard Form 32, General Provisions) shall be deemed to mean, respectively, the (insert Secretary or Administrator) of the (insert name of procuring agency) and the Board of Contract Appeals of the (insert name of procuring agency).

(2) The original and one duplicate original copy of the contract documents shall be executed by an authorized official of the SBA and the contracting officer of the procuring agency. The original executed contract (and such additional authenticated, conformed, or reproduced copies as may be required by the procuring agency) shall be retained by the procuring agency and distribution shall be made in accordance with its internal regulations and procedures. The duplicate original copy of the contract (and such additional authenticated, conformed, or reproduced copies as may be required by SBA) shall be forwarded by the procuring agency to SBA for distribution in accordance with its internal regulations and procedures.

(e) *Provisions of subcontracts awarded by SBA.* (1) The subcontract which will be executed by SBA and its subcontractor shall be prepared by the procuring agency on Standard Form 33, Solicitation, Offer, and Award, or on Standard Form 26, Award/Contract, as appropriate, and Standard Form 36, Continuation Sheet. It shall be prepared in the same detail as would be required for a normal procurement contract awarded by the procuring agency, recognizing at the same time, however, that the subcontract is to be executed by SBA and its subcontractor. In addition to the terms and conditions, including price, delivery and performance dates, and other pertinent information which have been agreed upon and incorporated in the contract between SBA and the procuring agency, and which, in turn, have

been agreed upon during the negotiations between the SBA and its subcontractor, Standard Form 32, General Provisions, and other appropriate procuring agency forms and special provisions shall also be incorporated in the subcontract. Unless otherwise agreed upon between the SBA and the procuring agency, the following clause (or a similar clause) shall also be incorporated in the subcontract:

SPECIAL 8(a) SUBCONTRACT CONDITIONS

(a) The Small Business Administration (SBA) has entered into Contract No. (insert number of contract) with the (insert name of procuring agency) to furnish the supplies or services as described therein. A copy of said contract is attached hereto and made a part hereof. As used in this subcontract, the reference to "the Secretary or his duly authorized representative" in the "Disputes" clause of this subcontract (Article 12 of Standard Form 32, General Provisions) shall be deemed to mean, respectively, the (insert Secretary or Administrator) of the (insert name of procuring agency) and the Board of Contract Appeals of the (insert name of procuring agency).

(b) The (insert name of the subcontractor), hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That he will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. (insert number of contract) for the consideration stated therein and that he has read and is familiar with each and every part of said contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the (insert name of procuring agency) with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That he will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated contracting officer of the (insert name of procuring agency).

(c) Payments, including any progress payments, under this subcontract will be made directly to the subcontractor by the (insert name of procuring agency).

(2) The original and two duplicate original copies of the subcontract shall be executed by the subcontractor and an authorized official of the SBA. The original executed subcontract and such additional authenticated, conformed, or reproduced copies as may be required by SBA shall be retained by SBA for internal distribution in accordance with its regulations and procedures. One duplicate original copy of the executed subcontract and such additional authenticated, conformed, or reproduced copies as may be required by the procuring agency shall be furnished to the procuring agency for internal distribution in accordance with its regulations and procedures. The second duplicate original copy of the executed subcontract, together with an attached copy of the contract between SBA and the procuring agency shall be furnished to the subcontractor.

(f) *Special services.* The requirements set forth in §§ 1–1.713–3(d)(1) and 1–1.713–3(e)(1) concerning the terms and conditions to be included in contracts between the SBA and procuring agencies and in subcontracts between the SBA and eligible concerns may be modified as appropriate for contracts and subcontracts involving specialized types of services such as building services, food services, and business concessions.

§ 1–1.713–4 Procurement of construction.

(a) *Information furnished by SBA.* In subcontracts for construction (including maintenance, repair, and alteration), it is the policy of the Small Business Administration to award subcontracts under the section 8(a) program only to those concerns which have been approved by SBA as supporting the policy objectives of § 1–1.713–2. In the execution of this policy, the SBA will furnish to the procuring agency its request for a commitment showing at least the following information:

(1) The various categories of maintenance, repair, alteration, and construction work in such specific work project categories as mechanical, electrical, heating and air conditioning, demolition, building painting, paving, earth work, waterfront work, or general construction work; and

(2) The individual identification of the estimated dollar value in each category.

(b) *Evaluation of SBA requests.* The procuring agency will evaluate the SBA request for a commitment and determine to what extent the agency has proposed work projects for which funding is available in those requested categories. In the evaluation of the SBA request for a commitment, the matters considered shall include the following:

(1) The extent to which work projects of the type requested by SBA are planned for procurement in the current fiscal year and, to the extent known, future fiscal years; and

(2) Work projects of similar complexity and nature if there are no known work projects of the specific type requested.

(c) *Lists of construction projects.* In addition to specific individual requests by the SBA, the procuring agency shall furnish to the SBA, in accordance with a mutually acceptable schedule, lists of construction work projects which it deems to be suitable for subcontracting by SBA under the section 8(a) program.

(d) *Cost or pricing data.* When required by § 1–3.807–3, the SBA shall secure from its prospective subcontractor cost or pricing data, together with any necessary supporting certificate.

(e) *Notification.* After completing its review of the SBA request for a commitment, the procuring agency shall notify the SBA of the extent to which a section 8(a) contract will be placed with the SBA and the time frames within which the contract actions need to be completed in order to satisfy its program responsibilities. This notification represents a firm commitment by the procuring agency to award a contract to SBA under mutually acceptable terms and conditions, provided there is no material change in requirements, availability of funds, or other pertinent factors. The notification should contain the following information with regard to the work projects:

(1) A summary of the proposed work;

(2) Plans and specifications;

(3) Required performance schedules;

(4) Any other pertinent and reasonably available data, wage determination by the Secretary of Labor, if required; and

(5) Available detailed Government cost estimates, including:

(i) Material quantities and unit costs;

(ii) Labor costs (identified with the specific item of material to be placed or operation to be performed);

(iii) Construction equipment (hours and rates);

(iv) Workmen's compensation and public liability insurance;

(v) Overhead and profit;

(vi) Employment taxes under FICA and FUTA; and

(vii) Bonds.

(f) *Time limitations.* In the notification to the SBA, the procuring agency may also fix a time limit (generally not less than 30 days after receipt of the notification) within which the SBA must establish contact with the designated procuring activity and initiate negotiations of the section 8(a) contract. If negotiations are not completed within the time frame established by the procuring agency, the designated procuring activity may notify the SBA that it intends to proceed with the procurement without further regard to the section 8(a) procedures, unless additional time is requested by SBA and granted by the procuring activity after due consideration for the urgency of the proposed procurement.

(g) *Provisions of contracts with SBA.* The procuring agency shall prepare two sets of contract documents as provided by this paragraph (g) after: (1) The SBA has completed negotiations with the eligible concern pursuant to the commitment made by the procuring agency; (2) the SBA and the procuring agency have reached mutual agreement concerning all terms and conditions (including price) to be included in the contract to be awarded by the procuring agency to SBA; and (3) the SBA and the procuring agency have agreed upon all the terms and conditions (including price) to be included in the subcontract to be awarded by SBA to the eligible concern.

(1) The contract to be executed between the SBA and the procuring agency shall be prepared by the procuring agency on Standard Form 19, Invitation, Bid, and Award (Construction, Alteration or Repair), or Standard Form 23, Construction Contract, as may be appropriate. Authority for negotiation of the contract shall be cited as 41 U.S.C. 252(c)(15) and 15 U.S.C. 637(a). The contract shall be prepared in the same detail as would be required for a normal procurement contract to be awarded by the procuring agency to a private business, recognizing at the same time, however, that the contract documents are to be executed by the SBA and the procuring agency. No requirement for the SBA to furnish payment and performance bonds shall be included in the contract. In addition to including the terms and conditions (including price) which have been mutually agreed upon between SBA and the procuring agency, there shall also be incorporated in the contract Standard Form 19–A, Labor Standards Provisions Applicable to Contracts in Excess of $2,000, if the contract is in excess of $2,000, and Standard Form 23–A, General Provisions (Construction Contract), or the General Provisions on Standard Form 19, whichever is appropriate, together with such other procuring agency forms and special conditions as may be required. The contract shall also contain a provision that the SBA

shall not be entitled to any commission on work performed by its subcontractor or any lower tier subcontractor. Unless otherwise agreed upon between the SBA and the procuring agency, the following additional clause (or a similar clause) shall be incorporated in contracts prepared on Standard Form 19 or Standard Form 23.

SPECIAL 8(a) CONTRACT CONDITIONS

The Small Business Administration (SBA) agrees as follows:

(a) SBA will perform the work set forth in this contract according to the specifications and drawings and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) If SBA does not award a subcontract for the work hereunder, this contract may be terminated without cost to either party.

(c) The SBA hereby delegates to the (insert name of procuring agency) the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract.

(d) Progress payments to be made under the subcontract awarded under this contract shall be made directly to the subcontractor by the (insert name of procuring agency). However, final payment under the subcontract will be made only upon the written authorization of the SBA and after receipt of an executed release of claims from the subcontractor.

(e) The subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the contracting officer under the "Disputes" clause of the subcontract, which shall be identical to Clause 3 on Standard Form 19 or to Clause 6 on Standard Form 23–A, whichever is applicable. Further, the subcontract to be executed between the SBA and its subcontractor pursuant to this contract shall contain the following clause:

For the purpose of this subcontract, the reference to the "head of the Federal agency" and "his duly authorized representative" in the "Disputes" clause of this subcontract (Article 3 of Standard Form 19 or Article 6 of Standard Form 23–A, whichever is applicable) shall be deemed to mean, respectively, the (insert Secretary or Administrator) of the (insert name of procuring agency) and the Board of Contract Appeals of the (insert name of procuring agency).

(2) The original and one duplicate copy of the contract documents shall be executed by an authorized official of the SBA and the contracting officer of the procuring agency. The original executed contract (and such additional authenticated, conformed, or reproduced copies as may be required by the procuring agency) shall be retained by the procuring agency and distribution shall be made in accordance with its internal regulations and procedures. The duplicate original copy of the contract (and such additional authenticated, conformed, or reproduced copies as may be required by SBA) shall be forwarded by the procuring agency to SBA for distribution in accordance with its internal regulations and procedures.

(h) *Provisions of subcontracts awarded by SBA.* (1) The subcontract which will be executed by SBA and its subcontractor shall be prepared by the procuring agency on Standard Form 19, Invitation, Bid, and Award (Construction, Alteration or Repair), or Standard Form 23, Construction Contract, as appropriate. It shall be prepared in the same detail as would be required for a normal procurement contract awarded by the procuring agency, recognizing at the same time, however, that the subcontract is to be executed by the SBA and its subcontractor. A provision shall be included in the subcontract which requires the subcontractor to furnish a performance bond on Standard Form 25, Performance Bond, and a payment bond on Standard Form 25A, Payment Bond, as required by the Miller Act (40 U.S.C. 270a–270e). Applicable policies and procedures regarding the use of these bonds appear in §§ 1–10.104–1 and 1–10.105–1. In addition to incorporating the terms and conditions (including price) which have been agreed upon and incorporated in the contract between SBA and the procuring agency, and which, in turn, have been agreed upon during the negotiations between SBA and its subcontractor, the following shall also be incorporated in the subcontract: (i) Standard Form 19–A, if the subcontract is in excess of $2,000, (ii) Standard Form 23–A. General Provisions (Construction Contract), or the General Provisions on Standard Form 19, as appropriate, and (iii) such other procuring agency forms and special conditions as may be required. Unless otherwise agreed to by the SBA and the procuring agency, the following clause (or a similar clause) shall be included in the subcontract:

SPECIAL 8(a) SUBCONTRACT CONDITIONS

(a) The Small Business Administration (SBA) has entered into Contract No. (insert contract number) with the (insert name of procuring agency) to perform the work as described therein. A copy of said contract is attached hereto and made a part hereof.

(b) The Small Business Administration and (insert name of subcontractor), hereinafter called the subcontractor, agree as follows:

(1) The subcontractor shall, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. (insert contract number) for the consideration stated therein. The subcontractor acknowledges that it has read and is familiar with each and every part of said contract.

(2) The SBA has delegated responsibility for the administrattion of this subcontract to the (insert name of procuring agency) with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) The term "Contracting Officer" as used in the General Provisions (Standard Form 19 or Standard Form 23-A, whichever applies) means the person designated by the (insert name of procuring agency) as Contracting Officer. The Contracting Officer designated for this subcontract shall be (name), (address), (insert name of procuring activity and the name of the procuring agency) or his duly appointed successor or authorized representative.

(4) The term "Contractor" as used in the General Provisions (Standard Form 19 or Standard Form 23-A, whichever applies) means the "subcontractor" who has entered into this subcontract with SBA for the performance of all of the work under this subcontract.

(5) The reference to the "head of the Federal agency" and to "his duly authorized representative" in the "Disputes" clause of this subcontract (General Provisions, Article 3 of Standard Form 19 or Article 6 of Standard Form 23-A, whichever applies) shall be deemed to mean, respectively, the (insert Secretary or Administrator) of the (insert name of procuring agency) and the Board of Contract Appeals of the (insert name of procuring agency).

(6) The subcontractor will not subcontract the performance of any of the requirements of this subcontract to a lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the (insert name of procuring agency), or his duly appointed successor or authorized representative.

(7) Nothing contained in this contract shall be construed as creating any contractual relationship between the Government and any second or lower tier subcontractor which may be authorized by the SBA and the Contracting Officer. The divisions or sections of the specifications are not intended to control the subcontractor in dividing the work among any duly authorized second tier subcontractors, or to limit the work of any trade.

(8) The subcontractor shall be responsible to the Government for the acts or omissions of his own employees and of any duly authorized lower tier subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, any duly authorized lower tier subcontractors, and suppliers.

(9) Any progress payments to be made under this subcontract will be made directly to the subcontractor by the (insert name of procuring agency). However, the final payment under the subcontract will be made only upon the written authorization of the SBA and after receipt of an executed release of claims from the subcontractor.

(2) The original and two duplicate original copies of the subcontract shall be executed by the subcontractor and an authorized official of the SBA. The original executed subcontract (and such additional authenticated, conformed, or reproduced copies as may be required by SBA) shall be retained by SBA for internal distribution in accordance with its regulations and procedures. One duplicate original copy of the executed subcontract (and such additional authenticated, conformed, or reproduced copies as may be required by the procuring agency) shall be furnished to the procuring agency for internal distribution in accordance with its regulations and procedures. The second duplicate original copy of the executed subcontract (together with an attached copy of the contract between the SBA and the procuring agency) shall be furnished to the subcontractor.

(Sec. 205(c), 63 Stat. 390; 40 U.S.C. 486(c))

Effective date. This amendment is effective March 29, 1972, but may be observed earlier.

Dated: January 14, 1972.

ROBERT L. KUNZIG,
Administrator of General Services.

[FR Doc.72-997 Filed 1-21-72;8:50 am]

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

December 6, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 137, SUPPLEMENT 1

Disadvantaged Business Development Assistance

On October 1, 1973, the Commerce Department's Office of Minority Business Enterprise (OMBE) reorganized and decentralized its operating functions to six Regional Offices and 16 Field Offices. These offices are listed on the reverse. The reorganization should improve services to the minority businessman, through increased interaction between the OMBE staff and the contractor, and the minority businessman.

The benefits to USDA field offices will be an increased ability to work more closely with OMBE personnel to interact in such areas as finance, marketing, procurement and education and training.

I urge each procurement office to establish liaison with these OMBE personnel and actively cooperate to carry out the President's program to strengthen minority enterprise.

T. M. Baldauf
Director

FIELD LOCATIONS OF THE OFFICE OF MINORITY BUSINESS ENTERPRISE

Federal Region	Regional Office	Field Offices
I, II	New York (212) 620-6745	Boston (614) 223-5375
III	Washington (202) 634-7897	Philadelphia (215) 597-9236 Pittsburgh *
IV	Atlanta (404) 526-5091	Birmingham (205) 325-3957 Memphis (901) 534-2316 Miami *
V, VI	Chicago (312) 353-8375	Cleveland (216) 522-4752 Kansas City (816) 374-4561 St. Louis (314) 622-4311 Detroit *
VII, VIII	Dallas (214) 749-7581	San Antonio (512) 225-5511 ex. 4816 Denver * Albuquerque (505) 766-3379 New Orleans (504) 527-2935
IX, X	San Francisco (415) 556-7234	Los Angeles (213) 688-7157 Phoenix (602) 261-3503

* Office not in operation at this time.

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

February 16, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 138

Amendment to the Wagner-O'Day Act

The following information is provided to apprise procurement offices of developments regarding the amended Wagner-O'Day Act and to furnish guidance in its application.

The Wagner-O'Day Act of 1938 gave the blind a special priority in selling certain products to the Federal Government. In June 1971, Congress amended that Act to create the "Committee for Purchase of Products and Services of the Blind and Other Severely Handicapped." The amendment extended the coverage of the Act to other severely handicapped persons and broadened its scope to include services as well as commodities. The Committee is charged with determining which commodities and services are suitable for the Government to procure from the workshops serving the blind or other severely handicapped.

The blind and other severely handicapped, under the revised Act, are afforded priority, second only to Federal Prison Industries in providing products and services to the Federal Government.

All commodities and services approved by the Committee for provision to the Government by blind or other severely handicapped workshops are included in the Procurement List which is published annually and amended periodically. Procedures for obtaining these lists will be published in regulations to be issued in the near future.

In the past, procurement activities were dealing only with National Industries for the Blind, representing blind workshops, in implementing the Act. With the expansion to include the other severely handicapped, the Committee has designated six

additional central nonprofit agencies to represent the other severely handicapped. These agencies are:

Goodwill Industries of America
International Association of Rehabilitation Facilities
Jewish Occupational Council
National Association for Retarded Children
National Easter Seal Society for Crippled Children and Adults
United Cerebral Palsy Association

In order to qualify to participate under the Wagner-O'Day program, workshops are required to submit Articles of Incorporation and other documents to the Committee for review and approval. Upon approval by the Committee, the sponsoring central nonprofit agency is provided written notification indicating that the workshop qualifies for participation in the Wagner-O'Day program.

Representatives of National Industries for the Blind and the six agencies serving the other severely handicapped as well as officials from their workshops will be contacting procurement activities requesting procurement information on items which they are considering for provision to the Government. Information desired will usually be related to procurement history of such commodities or services (e.g., former/current contractors, quantities, bid and contract prices and requirements forecast data normally made available to commercial sources). This information will be used to assist the workshops in conducting feasibility studies necessary to determine the suitability of the commodity or service for addition to the Procurement List under the Act. Procurement personnel should work with these handicapped agencies and provide assistance where requested. Additionally, procurement activities are encouraged to recommend to local agencies serving the handicapped those commodities or services that appear to be suitable for procurement from blind or other severely handicapped workshops.

Any questions regarding the Wagner-O'Day Act, or any of the matters discussed above should be directed through agency channels to Paul McCloskey, Contract and Supply Management Staff, on (202) 447-7527.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

February 20, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 139

Advisory Committee on Central Mail and Supply Policy

There is hereby established a Committee of agency representatives to advise the Director of Plant and Operations on central mail and supply policy matters. The function of such a group will include the continuing evaluation of the central mail and supply services, recommending desirable changes in the services, and advising of the effectiveness of such services.

The membership of the Committee is as follows:

Frank Gearde, Jr., Food and Nutrition Service
to serve to June 30, 1975

Clyde E. Wetherington, Agricultural Stabilization and Conservation Service
to serve to June 30, 1975

Edward J. Baker, Agricultural Marketing Service
to serve to June 30, 1975

Grace N. Drew, Forest Service
to serve to June 30, 1974

M. J. Mattie, Animal and Plant Health Inspection Service
to serve to June 30, 1974

Preston Isaacs, Soil Conservation Service
to serve to June 30, 1974

Meetings of the Committee will be called by the Director of Plant and Operations.

In order to rotate agency representation and give continuity to the group, members have been designated for specified terms.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20250

OFFICE OF OPERATIONS

November 14, 1974

OFFICE OF OPERATIONS MEMORANDUM NO. 139, SUPPLEMENT 1

Advisory Committee on Central Mail and Supply Policy

This memorandum establishes the Advisory Committee for Central Mail and Supply policy. The Committee is composed of agency representatives and is created to advise the Director of the Office of Operations on central mail and supply policy matters. The function of this group includes the evaluation of the central mail and supply services to recommend desirable changes, and advising of the effectiveness of the mail and supply services.

At least one meeting of this Committee will be held each quarter. Minutes of the meeting will be furnished to the Director, Office of Operations, within five workdays after each meeting.

The membership of the Committee is as follows:

Frank Gearde, Jr., Food and Nutrition Service
to serve to June 30, 1975

Clyde E. Wetherington, Agricultural Stabilization and Conservation Service
to serve to June 30, 1975

Edward J. Baker, Agricultural Marketing Service
to serve to June 30, 1975

Grace N. Drew, Forest Service
to serve to June 30, 1976

M. J. Mattie, Animal and Plant Health Inspection Service
to serve to June 30, 1976

Preston Isaacs, Soil Conservation Service
to serve to June 30, 1976

Meetings of the Committee will be called by the Assistant Director of the Office of Operations for Central Services.

In order to rotate agency representation and give continuity to the group, members have been designated for specified terms.

JOHN J. KEANEY
Acting Director

Auth: A.B. Pepper-OO

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

February 27, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 140

Procurement Management Information - Requesting Service Contract Act Wage Determinations

Section 2(a)(5) of the amended Service Contract Act requires the contracting agency to include in the service contract: "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code were applicable to them."

Attached is U.S. Department of Labor Memorandum No. 111 issued to suggest procedures to decide what wage rates and fringe benefits "would be paid."

Accordingly, to fulfill the requirements of FPR 1-12.904-1(1) it would be appropriate to show in the contract statement five separate pay components as follows:

Contract Statement

1. The basic hourly rate that would be paid to Federal wage board employees by the contracting agency.

2. The percentage (currently 5.1 percent) of the basic hourly rate that would be paid for Federal wage board employees by the contracting agency to cover various health and insurance programs.

3. The paid holidays that would be given by law to Federal wage board employees by the contracting agency.

4. The amount of paid vacation that would be given by law to Federal wage board employees.

5. The percentage (currently 7 percent by law) of the basic hourly rate that would be contributed for Federal wage board employees by the contracting agency for retirement.

Any questions concerning this matter should be directed to the Contract and Supply Management Staff through agency channels.

T. M. Baldauf
Director

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WASHINGTON, D.C. 20210

February 1, 1973

MEMORANDUM #111

TO: All Government Contracting Agencies of the Federal Government and the District of Columbia

SUBJECT: Amendments of Service Contract Act of 1965 - Section 2(a)(5) (Wage rates and fringe benefits that "would be paid" if service employees were direct hires)

Section 2(a)(5) of the amended Service Contract Act requires the contracting agency to include in the service contract: "A statement of the rates that would be paid by the Federal agency to the various classes of service employees if section 5341 of Title 5, United States Code were applicable to them." The amended Act requires the Secretary of Labor to give "due consideration" to such rates in making "the wage and fringe benefit determinations." The provisions of Department of Labor Regulations 29 CFR 4.6(j)(2) and 29 CFR 4.4(b)(2) were promulgated to give effect to the two statutory requirements.

At the general conference with the contracting agencies held on December 14, 1972, questions were raised on the appropriate method of deciding what wage rates and fringe benefits "would be paid." At that time it was suggested that the Department of Labor consider issuance of guidelines to put all agencies on the same basis to avoid waste of time. We have completed our study on this matter and have arrived at the conclusions stated below. The Department of Labor welcomes any suggestion or question an agency may have about the procedure outlined.

BASIC HOURLY RATE

With respect to the proper hourly wage rate to be shown on the contract "statement," the Department of Labor will accept for nonsupervisory employees whose wages, if Federally employed, would be paid pursuant to 5 United States Code 5341, the wage rate that would be paid to the particular class of employees pursuant to Step 2 of the applicable wage board pay schedule. Step 3 will be acceptable for

supervisory employees. This wage board pay information is usually available at the personnel office of each contracting agency. It will, of course, be necessary for the contracting agency to compare particular service contract jobs to wage board jobs.

FRINGE BENEFITS

The Bureau of Labor Statistics conducts (every two years) a study of fringe benefits paid in private industry as compared to those paid to employees of the Federal Government. It was decided to use the applicable portions of this Bureau of Labor Statistics publication as the basis for reflecting the cost to the Government of paying various health and insurance program benefits. These health and insurance program benefits, as set out in the latest Bureau of Labor Statistics report, which include life, accident and health insurance, and sick leave programs, amounted to 5.1 percent of the basic hourly rate. This figure will be acceptable to the Department of Labor for purposes of showing in the contract "statement" the cost to the Government of these fringe benefits that "would be paid" for service employees who would be paid pursuant to 5 United States Code 5341 if hired directly by the contracting agency. This should be expressed in the contract "statement" as: "Life, accident and health insurance, and sick leave programs, 5.1 percent of basic hourly rate."

A new Bureau of Labor Statistics survey comparing private and Federal fringe benefits payments is now being made. It is expected that this will be published about January 1, 1974. Any change in the percentage (now 5.1 percent of the basic hourly rate) paid by the Government for various health and insurance programs will be reflected in a further memorandum to all contracting agencies.

With respect to holiday fringe benefits, those holidays provided by law should be shown in the contract "statement" as:

1. New Year's Day
2. Washington's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Veterans Day
8. Thanksgiving Day
9. Christmas Day

Vacations or paid leave provided by law should be shown in the contract "statement" as:

1. 2 hours of annual leave each week for an employee with less than three years of service.

2. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.

3. 4 hours of annual leave each week for an employee with fifteen or more years of service.

By law the Federal Government is required to contribute 7 percent of a Federal employee's base pay for retirement. Accordingly, it will suffice for the contract "statement" to show only: "Retirement, 7 percent of basic hourly rate."

CONTRACT STATEMENT

It would thus be appropriate to show in the contract "statement" five separate pay components for those service employees whose wages, if Federally employed, would be paid as provided in 5 United States Code 5341:

1. The basic hourly rate that would be paid to Federal wage board employees by the contracting agency.

2. The percentage (currently 5.1 percent) of the basic hourly rate that would be paid for Federal wage board employees by the contracting agency to cover various health and insurance programs.

3. The paid holidays that would be given by law to Federal wage board employees by the contracting agency.

4. The amount of paid vacation that would be given by law to Federal wage board employees.

5. The percentage (currently 7 percent by law) of the basic hourly rate that would be contributed for Federal wage board employees by the contracting agency for retirement.

STANDARD FORM 98

In submitting Standard Form 98 to the Department of Labor, only the basic hourly wage rate that would be paid to comparable wage board employees need be shown. It is unnecessary to include fringe benefits as the Department of Labor will use the figures set out herein for purposes of "due consideration." This in no way affects the requirement to include such fringe benefits as part of the contract "statement."

A revised Standard Form 98 is being prepared which will take into account the recent amendments to the Service Contract Act and simplify submission. This will be available in about 90 days.

Warren D. Landis
Assistant Administrator

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

June 28, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 141

Economic Stabilization Program

On June 19, 1973, General Services Administration published FPR Temporary Regulation 32 prescribing a price stabilization certification as required by Executive Order 11723.

Section 1-1.321 of FPR Temporary Regulation 32 requires that we include on all small purchase documents and in any solicitations for services or commodities, the following certification:

Price Stabilization Certification

> The bidder or offeror (Contractor) certifies that he is in compliance with the price stabilization requirements of Executive Order 11723 dated June 13, 1973, and amendments thereof, and the regulations of the Cost of Living Council as set forth in title 6, Code of Federal Regulations, part 140, or any additions or revisions to title 6.

This certification is required to be placed on all orders and solicitations issued through August 12, 1973, or such other termination date as may be specified for Executive Order 11723 of June 13, 1973.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

August 14, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 142

Economic Stabilization Program

On July 18, 1973, President Nixon issued Executive Order No. 11730 further providing for the stabilization of the economy by extending all orders, regulations, circulars, rulings, notices or other directives pursuant to Executive Order 11723 of June 13, 1973, until altered, amended or revoked by the Chairman of the Cost of Living Council.

The price certification contained in Temporary Regulation 32 of the Federal Procurement Regulations is included in the above extension. FPR Temporary Regulation 32, therefore, will remain in effect until further advice is received from the Cost of Living Council.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

August 24, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 143

Procurement of Office Machines and Supplies
Fiscal Year 1974

Most Federal Supply Schedule contracts for office machines and some supply-type contracts offer substantial quantity purchase discounts. Accordingly, we have entered into Blanket Purchase Arrangements with Federal Supply Schedule contractors shown on the attached chart. These agreements permit placement of orders on a Department-wide basis, and will enable all Agriculture agencies to obtain quantity discounts during Fiscal Year 1974.

The following provisions will govern the handling of orders placed with each contractor under the Blanket Purchase arrangements:

1. Orders may be issued by any ordering office of the Department of Agriculture. Each order will refer to the blanket purchase arrangement number and will be written at the contract price for the quantity discount shown on the attached chart.

2. Each company will send invoices for payment directly to the billing address shown on each order.

3. No single order placed under this arrangement shall exceed the maximum order limitation prescribed in the applicable FSC contract.

4. If the total quantities purchased under each arrangement are not sufficient to qualify for the discount taken, each ordering office, by virtue of having placed orders under this arrangement agrees to accept a charge for the unearned discount. Such unearned discount will be billed by each company on a pro rata basis to the billing address shown on the respective orders.

All Blanket Purchase Arrangements issued during Fiscal Year 1973 under Plant and Operations Memorandum No. 135 expired June 30, 1973, except the following:

1. Itek Business Products, P&O-260-73, expires September 30, 1973.

2. Minnesota Mining & Manufacturing Company, P&O-300-73 expires September 30, 1973.

3. Memorex Corporation, P&O-250-73, expires September 30, 1973.

Blanket Purchase Arrangements with other Federal Supply Schedule contractors will be announced in supplements to this memorandum as additional agreements are established.

This memorandum exists as a tool for purchasing officers to utilize in taking advantage of maximum discounts available under Federal Supply Schedule contracts, rather than as an endorsement of equipment and supplies of one company over those of another. Responsibility for acquiring office machines and supplies at the least cost to the Government, all factors considered in accordance with Section 101-26.408 of the Federal Property Management Regulations, rests with agency purchasing officers.

Questions concerning this memorandum or implementation of the arrangements involved should be directed to the Contract and Supply Management Staff on Area Code (202) 447-3595.

for Paul J. McCloskey
Dean T. Smith
Assistant Director
Contract and Supply Management Staff

Attachments

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

February 27, 1974

PLANT AND OPERATIONS MEMORANDUM NO. 143 SUPPLEMENT 2

Procurement of Office Machines and Supplies

Fiscal Year 1974

Following is an addition to the list of Blanket Purchase Arrangements in Plant and Operations Memorandum No. 143, August 24, 1973.

BPA No. P&O	GSA No. GS-00S	Contractor	Address
320-74	23155	IBM	4301 Conn. Ave., N.W. Washington, D.C. 20008

ITEMS COVERED		QUANTITY DISCOUNT PRICE
#1136108	IBM 3121 regular Selectric I carbon ribbon	$6.48 per dozen (open market item)
#1136432	IBM correctable film ribbon	$24.21 per dozen
#1136391	IBM Tech III (for use in Selectric II, mag card or correcting Selectric typewriters)	$71.06 per dozen
#1136433	Lift-off tape (for correctable film ribbon)	$22.50 per dozen
#1136435	Cover-up tape (for Tech III ribbon)	$22.50 per dozen

Orders may be placed with your local IBM office or at the Washington, D. C., address shown above.

Questions concerning this memorandum should be directed to the Contract and Supply Management Staff on Area Code 202-447-3595.

Dean T. Smith

Dean T. Smith
Assistant Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

August 27, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 144

Printing and Reproduction Price Schedules

The purpose of this memorandum is to advise agencies of the rates for the OP&O Printing Plant and Copier operations. Transmitted herewith are Attachment A "Printing Plant Rates" dated March 1973; Attachment B "Rate Schedule, Short Order and Copier Service," dated March 1973; and Attachment C "Paper Price Group - Per 100 Sheets," dated August 1973.

Subsequent price changes will be issued as supplements to this memorandum.

Any questions regarding this memorandum should be directed to the Chief, Service Operations Division, extension 76867.

T. M. Baldauf
Director

Attachments

PAPER PRICE GROUP - PER 100 SHEETS

Up To Size	1 100 lb. Offset Book-White CWW White	2 120 lb. Offset Book-White CWW Color	3 Bond Manifold*	4 Vellum White	5 Gummed Stock* White Coated*	6 Vellum Color 88 WH Ledger	7 Index 220 White	8 Index 220 Color	9 Index 280 White	10 Ledger Bond
8 x 10-1/2	.21	.25	.31	.40	.59	.75	.72	.92	.84	1.15
8-1/2 x 14	.30	.37	.42	.54	.79	.98	.97	1.23	1.11	1.53
16 x 21	.84	1.09	1.26	1.63	2.37	2.93	2.61	3.69	3.33	4.60
17 x 22	.93	1.09	1.26	1.63	2.37	2.93	2.61	3.69	3.33	4.60
19 x 24	1.47	2.18	2.53	3.25	4.74	5.88	5.22	7.38	6.68	9.21
21 x 32	1.63	2.18	2.53	3.25	4.74	5.88	5.22	7.38	6.68	9.21
22 x 34	1.82	2.18	2.53	3.25	4.74	5.88	5.22	7.38	6.68	9.21

*Add 10% to Press Costs for running this stock.

For paper not stocked and for overprinting (including printing on envelopes), prices furnished on request.

QUANTITY JOBS (CONT.)

	Per 100 Sheets
Punching	$ .20
Folding	.30
Folding & Perforating or Pasting	2.25 set-up plus $.30 per 100

TIME JOBS

Padding - Tabbing - Cornering

1/4 Hour	$ 2.20
1/2 Hour	4.40
3/4 Hour	6.60
1 Hour	8.80

IV. MAILING

Machine Inserting	$ .80

Bulk or hand inserting
(Multiple and varying number of copies, etc.)

1/4 Hour	$ 1.88
1/2 Hour	3.76
3/4 Hour	5.64
1 Hour	7.52

V. ADDRESSING

This includes furnishing the envelope and machine affixing Cheshire labels. Adjust some rates to provide for cost of envelopes plus $.75 per 100 for affixing label.

		Per 100
Envelopes	4 1/8 x 9 1/2	$1.15
"	6 1/2 x 10 1/2	1.40
"	8 1/2 x 11 1/2	2.05
"	9 1/2 x 12	2.15
"	Over 9 1/2 x 12	3.45
"	Tension	2.90
Copy, Labels, Franks		1.15

For affixing gummed labels to envelopes charge per hour.

1/4 Hour	$2.00
1/2 Hour	4.00
3/4 Hour	6.00
1 Hour	8.00

OVERTIME

For any job that requires overtime to meet the required due date, all costs will be increased by 50% (except paper and envelopes furnished).

PRINTING PLANT RATES

I. OFFSET PLATES

FULL PLATES

Small	$ 3.50
Small Harris	8.90
Large Harris	17.85

NEGATIVES - HALF-TONE
STRIPPING - PER HOUR 8.80

BRUNING PLATE

8 x 10 1/2	.55
8 1/2 x 14	.55

ITEKS .85

NEGATIVES FURNISHED

Small	$ 1.05
Small Harris	3.70
Large Harris	7.60

NEGATIVES ONLY

Small	1.90
Small Harris	2.40
Large Harris	4.80

CREDIT ALLOWANCES FOR PARTIAL NEGATIVES FURNISHED

Each 8 x 10 1/2 Unit or Less .60

II. SET-UP CHARGES, IMPRESSIONS, COLOR WASH-UP CHARGES

Set-up	Set-up New	Impressions per 100
8 x 10 1/2	$ .55	$ .55
8 1/2 x 14	.55	.55
16 x 21	1.80	.65
17 x 22	1.80	.65
21 x 32	3.60	.75
22 x 34	3.60	.75

COLOR WASH-UP CHARGES - CHARGE ONE FOR EACH COLOR REQUESTED PLUS ONE

8 x 10 1/2 thru 8 1/2 x 14	$ 1.38
16 x 21 thru 17 x 22	5.50
21 x 32 thru 22 x 34	9.50

III. FINISHING PROCESSES

QUANTITY JOBS

	Per 100 Sheets
Assemble & Staple - Sidestitch	$ .40
Assemble & Staple - Saddlestitch	.20
Cutting	.20

ATTACHMENT B

RATE SCHEDULE

SHORT ORDER AND COPIER SERVICE

COPYING SERVICES

	AMOUNT
Xerox (Per Copy)	.03
Xerox 1860 (Per linear foot)	.25

DUPLICATING SERVICES

	AMOUNT
Bruning Plates	
8 x 10 1/2	.25
8 1/2 x 14	.35
Impressions 1/	
8 x 10 1/2 - one side	.01
8 1/2 x 14 - one side	.01
Finishing Services	
Collate and Staple	$1.00 1st 100 - $.50 each add. 100
Punch	$.50 1st 100 - $.20 each add. 100

1/ Deduct .001 per copy or impression for duplicating two sides

March 1973

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

October 19, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 145

Procurement Management Information

Purchase of Electric Typewriters and Text Editing Devices

1. General. Typewriters with optical character recognition characteristics are being considered by the Department for use in procurement and other fields. In addition, new types of word processing and text editing devices are rapidly being introduced into the typewriter market. Additional features are now available on electric typewriters. Many of these new innovations are expensive, not compatible with existing systems, and generally not appropriate for the typing needs of many USDA offices. Therefore, the Department has initiated a study to determine cost benefit criteria for acquisition of typewriters and text editing devices. The study will be completed by February 1, 1974.

2. Delayed Purchase. Effective immediately and until February 8, 1974, the purchase of electric typewriters and text editing devices in the Department should be limited to replacement of worn out machines in offices where routine typing is done or where delay of purchase would impact program performance.

3. Requests for Purchase. USDA offices desiring to purchase electric typewriters or text editing devices during this period should obtain clearance from the Director of Administrative Services, or equivalent, of the agency. The ordering office should make the following information a part of the record:

(1) What type of text editing device or typewriter is now being used?

(2) Why must it be replaced at this time?

(3) What specific make and model of machine do you plan to acquire?

(4) If other than the lowest priced item on schedule, what is the reason for acquiring this model?

(5) What is the nature of work that will be performed on this machine (short narrative description)?

(6) A certification that the proposed purchase is necessary and that no substitute equipment is available at the location.

John J. Keaney
Acting Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

November 2, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 146

Mandatory Allocation of Propane and Middle Distillate Fuels and Fuel Shortage Contingency Plans

Energy Policy Office regulations for the mandatory allocation of propane (attachment"A") and for middle distillate fuels (attachment "B") and the procedural rules and regulations applicable to both fuel types (attachment "C") are now effective and copies are attached. The regulations provide for the equitable distribution of available supplies among wholesale purchasers and for a state reserve for alleviating exceptional end-user hardship situations.

GSA Bulletin FPMR E-124 provides instructions required for certification of "end-user" and entitlement to priority allocation of propane when placing delivery orders from Federal Supply Schedule Contracts. No priorities are established in the regulations for middle distillate fuels.

Agencies whose operations are dependent upon the use of propane and middle distillate fuels are urged to formulate contingency plans to cope with the very real possibility of shortages, both present and future. Contingency plans and actions should provide for:

1. Maintaining close contact with your regular source of supply.

2. Establishing contact with alternate source or sources if circumstances indicate this to be necessary.

3. Establishing contact with state offices of the Office of Oil and Gas and with the Federal Allocation Officer (FAO) assigned to each state. (Note: FAO's have not been appointed in all states at this time. They will be appointed soon.)

4. Allocating available supplies in a shortage situation to critical activities or operations and reducing or terminating those less critical.

5. Comprehensive plans of action to be implemented in the event a fuel shortage necessitates shut-down of an activity (i.e., cycling down of a laboratory and actions necessary to prevent loss or damage to facilities and contents due to freezing). These plans should include those operations which depend on electrical power for heat, especially where the utility depends on middle distillates to power turbines.

Form OOG-PAP-20 (10-73)(attachment "D") is for use when an application for temporary relief from exceptional hardship is submitted. For use instructions refer to Attachment "C", Subpart B, Section 4(a) for mid-distillates and Subpart D, Section 2(c) for propane. The term "Wholesale customer or purchaser" as defined in the regulations includes USDA agency operations at all levels. Local reproduction of Form OOG-PAP-20 is authorized.

Automotive gasoline is not presently subject to a mandatory allocation program though it is recognized that difficulty is presently being experienced in obtaining supplies in quantities or prices which compare favorably with recent supply history from DFSC contractors. No immediate relief is seen to this problem.

The country faces a difficult fuel supply problem. I cannot over emphasize the importance of our energy conservation program. All agencies of this department are directed to utilize every prudent means of fuel conservation.

T. M. Baldauf
Director

Attachments

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

December 28, 1973

PLANT AND OPERATIONS MEMORANDUM NO. 148

Affirmative Action Compliance -- Hometown Plans

Since the publication of Hometown Plans in AGPR 4-12.810 (d), the Department of Labor's Office of Federal Contract Compliance has issued bid conditions covering additional geographic areas.

The purpose of this memorandum is to update the Hometown Plan listing until they are incorporated in AGPR.

Copies as needed may be obtained from the Contract and Supply Management Staff, Office of Plant and Operations, Washington, D.C. 20250. Questions concerning this matter should be directed to Paul J. McCloskey on (202) 447-7527.

The following are the additional Plans and their area of application:

Akron: Summit, Portage, and Medina Counties, Ohio.

Charlotte: Mecklenburg and Union Counties, North Carolina.

Elmira: Chemung, Steuben, Schuyler, Tioga and Yates Counties, New York.

Jacksonville: Duval County, Florida.

Las Vegas: Clark, Lincoln, Nye and Esmeralda Counties, Nevada.

Louisville: Adair, Barren, Bullitt, Carrol, Edmundson, Grayson, Green, Hardin, Hart, Henry, Jefferson, Larue, Meade, Nelson, Oldham, Shelby, Spencer, Taylor, Trimble, Warren, Washington Counties, Kentucky; and Clark, Floyd, Harrison Counties, Indiana.

Miami: Dade County, Florida.

Omaha: Douglas and Sarpy Counties, Nebraska and Pottawattamie County, Iowa.

Pasco: All of Benton, Franklin and Walla Walla Counties, Grant County to Highway 2 and the Southwest Corner of Adams County, Washington.

Peoria: Peoria, Fulton, Tazewell, Woodford, Knox, Stark, Marshall, Hancock, Schuyler, Mason, Logan, Dewitt, Champaign, Vermillion, McLean, McDonough, Henderson, Warren, Livingston, LaSalle Bureau, Henry, Putnam, Mercer, Rock Island, Whiteside, Lee Ogle, Carroll, Joe Daviess, Stephenson, Ford, and Iroquois Counties, Illinois.

Portland: Multnomah, Clackamas, and Washington Counties, Oregon.

Rockford: Boone, Winnebago, Stephenson, DeKalb, Ogle, Lee and Jo Daviess Counties; Cherry Grove, Shannon, Rock Creek, Lina, Wysox and Elkhorn Townships in Carroll County; Genessee, Jordan, Hopkins, Sterling, Hume, Montmorency, Tampico and Hahnaman Townships in Whiteside County, Illinois.

Sacramento: Sacramento, Yolo, Amador, Placer, El Dorado, Nevada and Sierra Counties, California.

San Diego: San Diego County, California.

South Bend: St. Joseph County, Indiana.

Syracuse: Onondaga County, New York.

Tacoma: Pierce, Thurston, Mason, Lewis, Grays Harbor, and Pacific Counties, Washington.

Topeka: Shawnee County, Kansas.

Trenton: Mercer and Burlington Counties, New Jersey.

Tulsa: Tulsa, Creek, Mayes, Rogers, Okfuskee, Washington, Nowata, Craig, Ottawa, Delaware, Okmulgee (Northern 1/2 Dividing Line Highway 16); Osage, (Eastern 1/2 Dividing Line Highway 18); Pawnee (Eastern 1/2); and Payne (Eastern 1/2) Counties, Oklahoma.

Westchester: Westchester County, New York.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C. 20250

OFFICE OF PLANT AND OPERATIONS

January 9, 1974

PLANT AND OPERATIONS MEMORANDUM NO. 149

Shortages of Operating Supplies

Over-reaction to problems or rumors of problems rising from the current shortages of Petroleum, Petroleum-based products, paper and other commodities can create difficulties that would not otherwise arise.

The petroleum situation is resulting in potential shortages of a number of products manufactured from a petroleum base. There are presently few actual critical shortages of items this Department regularly procures. We do not forsee insurmountable problems in the future, though there will be occasions where several of you will experience some supply difficulties. To minimize these potential difficulties, and to reduce the possibility that any actions by this Department might unnecessarily contribute to any shortage situation, we urge you to:

1. Act only on factual information - do not be pressured into stock piling or hoarding items on the basis of rumors or "pressure selling" techniques.

2. Maintain close contact with your present vendors. If you have a supply problem, talk with your vendor - do not rely on correspondence or third person accounts of the situation.

3. Develop alternate sources of supply or find alternate items to fill your needs. Talk with several suppliers - if your present vendor is having trouble supplying an item that does not necessarily mean the item is in general short supply. His competitors may be able to fill your needs.

4. Review your use of shortage category products and take every prudent action to minimize usage.

5. When faced with a supply problem, talk to other elements of your organization, to USDA or other Federal agencies in your area-they may have already found a solution to a similar problem.

T. M. Baldauf
Director

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20250

OFFICE OF OPERATIONS

November 8, 1974

Office of Operations Memorandum No. 151

Compliance Reviews under Davis-Bacon Act and Related Statutes

The Department of Labor has reported an increase in the number of violations of the Davis-Bacon Act and related statutes. Workers on construction jobs subject to these laws have complained that they have not received the proper wages.

The Department of Labor has asked for our support through more conscientious enforcement of the law. They suggest better communication with contractors during pre-construction conferences, careful and regular checks of certified payrolls by trained professional staff, and routine on-the-job checks, especially during the initial phase of construction.

Applicability of the Act to Truck Owner-Operators

Department of Labor Memorandum 117 changed the policy regarding wage rates for truck owner-operators. It included owner-operators of trucks or other similar construction equipment who are independent contractors with all other classifications of laborers and mechanics for wage determination and enforcement purposes.

The Department of Labor has now requested that this new policy not yet be implemented. They wish to assure uniform application of the law. They will therefore be issuing implementing regulations in the near future. Until these regulations are adopted truck owner-operators need not be included with other classifications under the Davis-Bacon Act and related statutes (see AGPR 4-52.708).

George C. Knapp
for John J. Keaney
Acting Director

UNITED STATES DEPARTMENT OF LABOR
Office of the Secretary
Washington, D. C. 20210

Memorandum

July 1, 1974

Office of Operations Memorandum No. 151

Compliance Reviews under Davis-Bacon Act and related Statutes

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John L. Kenney
Acting Director

CLEARANCE AND APPROVAL SHEET FOR DEPARTMENTAL DIRECTIVES

(See instructions on reverse side)

KIND OF ISSUANCE	SUBJECT OF ISSUANCE
OO Memo. 151	Compliance Reviews under Davis-Bacon Act and related statutes. Applicability of the Act to truck Owner-Operators

PREPARED BY	OFFICE	EXT.	DATE
R. E. Blocher	PGAMS	77527	11/6/74

ROUTING AND CLEARANCE

CLEARED	INITIALS	DATE	CLEARED	INITIALS	DATE
1. R. E. Blocher	RB	11/6/74	6.		
2. D. T. Smith	DTS	11/6	7.		
3. G. C. Knapp	GCK	11/7	8.		
4. ~~J. J. Keaney~~			9.		
5. A. B. Pepper			10.		

IF PROPOSED ISSUANCE IS A MEMORANDUM, WILL ANY OF ITS PROVISIONS BE CODIFIED IN THE ADMINISTRATIVE REGULATIONS?

☐ YES ☐ NO *(Use "Remarks" section to explain, if necessary)*

REMARKS *(Use for instructions or information that will be helpful to reviewers. If desired, use for the text of amendments to the Administrative Regulations that do not require signature in the Office of the Secretary.)*

Received - Mgmt. Analysis & Composition Branch - 11-13-74 eh

To the Print 11-13-74

Processed - eh 11-19-74

NOTE: Before putting directive into clearance, check for ease of reading by using form on the reverse side.

FORM AD-116 (REV. 7-66)

Instructions for Writers

(1) Use this form for formal clearance and approval of proposed Administrative Regulations, Secretary's and Staff Office Memorandums.
(2) Prepare and process directives in accordance with USDA Regulations and pertinent Staff Office instructions.
(3) Follow instructions below to test your directives for readability.

Instructions for Clearing Officials

(1) Initial and date this form.
(2) Sign salmon copies of documents, when they are present.
(3) Notify preparing office when cleared or held.
(4) Forward to next clearance point, unless otherwise directed.

NOTE: Secretary's Records and Communications Division will retain clearance sheets for Administrative Regulations and Secretary's Memorandums. Originating offices retain clearance sheets for other issuances.

WRITER'S READABILITY APPRAISAL

WRITERS: ANALYZE EACH DIRECTIVE FOR EASE OF READING BEFORE CLEARING IT. FIGURE AND RECORD THE FOG INDEX IN THE SPACE BELOW. IF THE FOG INDEX IS MORE THAN 12, CONSIDER WAYS (SEE ITEM 4) TO LOWER IT.

INSTRUCTIONS FOR FOG INDEX

1. CHOOSE A REPRESENTATIVE SAMPLE OF TEXT OF AT LEAST 100 WORDS. FOR LONG DIRECTIVES, USE SAMPLES FROM SEVERAL PAGES. ANALYZE SHORT DOCUMENTS (ONE-HALF PAGE OR LESS) COMPLETELY. EXCLUDE TABLES, GRAPHICS, AND LISTS OF ONE- OR TWO-WORD ITEMS.

2. ENTER DATA FOR EACH SAMPLE AS INDICATED BELOW	IDENTIFY SAMPLE →	PAGE AND PARAGRAPH NUMBER OF SAMPLE(S)					TOTAL
A. NUMBER OF WORDS *(Do not count words in headings unless continous with text. Treat as one word: hyphenated words, numbers, abbreviations, and other symbols)*							185
B. NUMBER OF SENTENCES *(Count units which end in a period or a question mark. In vertical listings (except one- or two-word items) count the introduction and each item as a separate sentence.)*							10
C. NUMBER OF HARD WORDS *(Treat as hard words, all words of 3 or more syllables, abbreviations and symbols. Do not include capitalized words (proper nouns, adjectives, titles), unless symbolized or abbreviated)*							29

3. DETERMINE THE AVERAGE FOG INDEX FOR ALL TEXT USING TOTALS IN ITEM 2 ABOVE.

a. AVERAGE NUMBER OF WORDS PER SENTENCE *(Item 2A divided by item 2B)*	18.5
b. PERCENT OF HARD WORDS *(Item 2C divided by item 2A)*	1.5
c. SUM OF WORD AVERAGE AND HARD WORD PERCENT *(Item 3a plus item 3b)*	20.0
d. FOG INDEX *(Item 3c multiplied by .4)*	8

4. HOW YOU CAN LOWER THE FOG INDEX:
   a. USE SIMPLE WORDS
   b. WRITE IN THE ACTIVE VOICE
   c. WRITE SHORT SENTENCES
   d. LIMIT SENTENCES TO ONE THOUGHT
   e. CUT USELESS WORDS AND INFORMATION

The above procedure is based on Robert Gunning's Fog Index Formula, from "The Technique of Clear Writing," McGraw-Hill Book Co., Inc.